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A COLLECTION OF TREATIES ENGAGEMENTS AND SANADS RELATING TO INDIA AND NEIGHBOURING COUNTRIES

Compiled by
C U AITCHISON

As its tell-tale title suggests, it is a monumental work, in fourteen volumes recording a collection of Treaties, Engagements and Sanads entered into by the erstwhile British Govt. of India with the native Indian States and the neighbouring countries.

Each Volume has been so compiled as to give the various Treaties, Engagements and Sanads entered into with native States falling into one contiguous geographical area. Volumes I to X and XII fall into this category.

Volumes XI, XIII and XIV deal with Treaties, Engagements etc. with territories which now form part of foreign countries. Their destinies were however governed by the then British authority of India under the compulsion of the then prevailing forces of history.

. It is a work of immense historical value and research utility and undoubtedly a veritable mine of information equally for the historians, researsh scholars, statesmen, diplomats, public servants, educationists, administrators, and serious students of contemporary history. It will prove a valuable source of reference for Govt. Deptts., Public libraries and also libraries of all educational institutions of higher learning, including universities and colleges.

A serious work of this kind will help stimulate more enterprising research on the source material provided in these volumes. They throw a flood of light on the evolution and expansion of the old British empire in this part of the world and the craft and the strategy employed by them before which the hetrogenous native states and their weak rulers were no match. They had thus no option but to acquesce to the terms and conditions dictated to them.

Such a useful work should be the proud possession of all concerned including the research scholars, historians and libraries in India and abroad.

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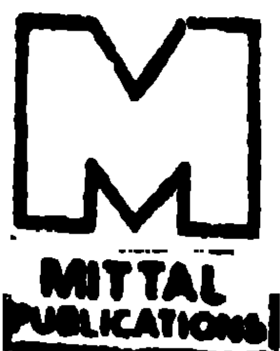
RELATING TO

INDIA AND NEIGHBOURING COUNTRIES

(*Revised and Continued up to 1929*)

Vol. II : United Provinces of Agra & Oudh, Bengal, Bihar, Crissa & The Central Provinces

Compiled by : C. U. AITCHISON



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I.—RAMPUR—*concluded.*

II.—TEHRI (GARHWAL).

III.—FARRUKHABAD.

IV.—BENARES.

V.—OUDH.

V.—OUDH—*concluded.*

PART II.

TREATIES, ENGAGEMENTS AND SANADS RELATING TO THE TERRITORIES COMPRISED WITHIN THE BENGAL PRESIDENCY AND TO THE STATES IN POLITICAL RELATIONS WITH THE GOVERNMENT OF INDIA THROUGH THE GOVERNMENT OF BENGAL.

I.—BENGAL.

I.—BENGAL—*continued.*

I.—BENGAL—*concluded.*

II.—COOCH BEHAR.

III.—TRIPURA.

PART III.

TREATIES, ENGAGEMENTS AND SANADS RELATING TO THE TERRITORIES COMPRISED WITHIN THE PROVINCE OF BIHAR AND ORISSA AND TO THE STATES IN POLITICAL RELATIONS WITH THE GOVERNMENT OF INDIA THROUGH THE GOVERNMENT OF BIHAR AND ORISSA.

TRIBUTARY MAHALS OF ORISSA—*continued*.

TRIBUTARY MAHALS OF ORISSA—*continued.*

TRIBUTARY MAHALS OF ORISSA—*concluded.*

CENTRAL PROVINCES STATES.

CHOTA NAGPUR STATES.

CHOTA NAGPUR STATES—*concluded.*

TRIBUTARY AND FEUDATORY STATES.

1. ATHGARH.

TRIBUTARY AND FEUDATORY STATES—*continued.*

TRIBUTARY AND FEUDATORY STATES—*continued.*

4. Baramba.

5. Baud.

6. Bonai.

TRIBUTARY AND FEUDATORY STATES—*continued.*

TRIBUTARY AND FEUDATORY STATES—*continued*.

TRIBUTARY AND FEUDATORY STATES—*continued.*

11. Kalahandi or Karond.

12. Keonjhar.

13. Khandpara.

TRIBUTARY AND FEUDATORY STATES—*continued.*

TRIBUTARY AND FEUDATORY STATES—*continued*.

18. NILGIRI.

19. PAL-LAHARA.

TRIBUTARY AND FEUDATORY STATES—*continued.*

PAGE.

20. PATNA.

21. RAIRAKHOL.

22. RANPUR.

TRIBUTARY AND FEUDATORY STATES—*concluded.*

PART IV.

TREATIES, ENGAGEMENTS AND SANADS RELATING TO THE TERRITORIES COMPRISED WITHIN THE CENTRAL PROVINCES AND TO THE STATES, ETC., IN POLITICAL RELATIONS WITH THE GOVERNMENT OF INDIA THROUGH THE GOVERNMENT OF THE CENTRAL PROVINCES.

I.—NAGPUR.

II.—CHIEFSHIPS AND ZAMINDARIS OF THE CENTRAL PROVINCES.

II.—CHIEFSHIPS AND ZAMINDARIS OF THE CENTRAL PROVINCES—*concluded.*

III.—THE FEUDATORY STATES.

III.—THE FEUDATORY STATES—*continued*.

1. BASTAR.

III.—THE FEUDATORY STATES—*continued*.

III.—THE FEUDATORY STATES—*continued.*

III.—THE FEUDATORY STATES—*continued.*

III.—THE FEUDATORY STATES—*concluded.*

IV.—THE NON-FEUDATORY ZAMINDARIS.

IV.—THE NON-FEUDATORY ZAMINDARIS—*concluded*.

APPENDIX.

BENGAL.

PART I.

Treaties, Engagements and Sanads

relating to the

Territories comprised within the

United Provinces of Agra and Oudh

and to the

States in Political Relations with

the

Government of India

through the

Government of the United Provinces of Agra and Oudh.

I.--RAMPUR.

THE first settlers of the Rohilla Afghans were two brothers, Shah Alam and Husain Khan. Shah Alam's son Daud Khan achieved some distinction in the earlier part of the eighteenth century; but the rise of the family was mainly due to his adopted son Ali Muhammad Khan who, by his successes after the death of Daud Khan, collected many Afghan adventurers, and for his services against the Bara Saiyids received the title of Nawab and a grant of the greater part of Rohilkhand. He happened to offend the Subadar of Oudh, who repaired to Delhi and induced the Emperor Muhammad Shah to take the field against him. Ali Muhammad was compelled to surrender, and was made to relinquish his territory and to deliver two of his sons as hostages.

Not long afterwards he was placed in charge of Sirhind; but taking advantage of the confusion caused by the invasion of Ahmad Shah Abdali, he entered Rohilkhand and made good his supremacy over the province in which he was subsequently confirmed by the Emperor of Delhi.

Ali Muhammad Khan made a disposition in favour of his six sons, the two eldest of whom had been carried into captivity by Ahmad Shah Abdali: and as, at the time of Ali Muhammad Khan's death, his four other sons were minors, he entrusted his territory to the guardianship of Hafiz Rahmat Khan, the brother, and Dunde Khan, the cousin, of his predecessor Daud Khan. Not long after his death his two eldest sons were released: and the final arrangement made by the guardians was to place his second son Faizulla in a jagir comprising Rampur Katra, estimated to be worth six lakhs per annum.

When in 1771 the Mahrattas had placed Shah Alam on the throne of Delhi, they turned their attention to the conquest of the Rohilla country. Alarmed by their approach, the Rohillas temporized with them, and meanwhile proposed an alliance with the Nawab-Wazir of Oudh. In 1772 an offensive and defensive Alliance (No. I) was concluded, by which the Rohillas agreed to pay forty lakhs of rupees to the Nawab-Wazir on condition of his expelling the Mahrattas.

After the Mahrattas had extorted from the Emperor the grant of the districts of Allahabad and Kara, the Nawab-Wazir became thoroughly alarmed and applied to the English, who were bound by Treaty to assist him. At a conference with Warren Hastings at Benares, the Nawab-Wazir procured the promise of troops to assist him in his designs against the Rohillas, who had failed to pay him the promised subsidy, and were unable by themselves to make head against the Mahrattas. The Nawab-Wazir also made a treaty with the Emperor, in which it was stipulated that the Emperor should assist him in the expedition and receive a share of the conquered territory.

The Rohillas were defeated after a gallant struggle, in which Hafiz Rahmat was killed. Faizulla Khan withdrew to the hills with the remnant of the Rohilla army: and in 1774, after some negotiations and petty skirmishes, an Agreement (No. II), known as the Treaty of Lal Dhang, was made between him and the Nawab-Wazir under the British guarantee, by which he was secured in the State of Rampur on condition of military service to the Nawab-Wazir. In 1783 the obligation of service was commuted (No. III), under the guarantee of the British Government, to a cash payment of Rs. 15,00,000.

On the death of Faizulla Khan, disturbances broke out in the family. Muhammad Ali Khan, the eldest son, was murdered by his brother Ghulam Muhammad Khan, who usurped the jagir. As the State was held under British guarantee, the aid of British troops was given to the Nawab-Wazir of Oudh in ejecting the usurper and installing Ahmad Ali Khan, the son of Muhammad Ali Khan, as Nawab. A preliminary Engagement (No. IV) was executed in 1794 between the British Government, the Nawab-Wazir, and the Rohilla tribe: and later in the same year Nawab

Ahmad Ali Khan was confirmed (No. V) under British guarantee in a portion of the State, the rest being annexed to Rohilkhand.

On the cession of Rohilkhand to the British Government in 1801, the family were continued in their possessions.

Ahmad Ali Khan died in 1839. The succession of his only daughter was rejected, and the next heir Muhammad Said Khan, the eldest son of Ghulam Muhammad Khan, was put in possession of the State. An Engagement (No. VI) was taken from him in 1840 that he would govern his State rightly, and provide for the inferior Rohilla Chiefs. A similar Engagement (No. VII) was taken in 1855 from Muhammad Yusuf Ali Khan, the eldest son and successor of Muhammad Said Khan.

For his services during the mutiny of 1857, Muhammad Yusuf Ali Khan was in 1859 granted the hereditary title of Farzand Dilpazir: and received in 1860 a grant of land (No. VIII), yielding Rs. 1,28,527-4-0. It was at first proposed to cede the pargana of Kasipur, but, for greater compactness, villages on the Moradabad and Bareilly frontier were afterwards substituted. An error occurred in the allotment of a portion of this land, owing to a similarity in the names of some villages situated respectively within British and Rampur limits, but in 1864 this was rectified by an Agreement (No. X). In terms of the grant, dated the 7th November 1864, these villages were assigned in full sovereignty "with only this stipulation that existing rightful tenures were to be respected."

In 1862 the Ruler of Rampur received an Adoption Sanad (No. IX).

In 1864 the Nawab of Rampur ceded to the British Government in full sovereignty the land required for the railway to be constructed through his State, and also agreed to exempt from duty all traffic passing through his territory (Nos. XI and XII). In 1891 the Darbar agreed to contribute a loan of Rs. 47,00,000 towards the construction of a standard gauge line from Bareilly, *viâ* Rampur, to Moradabad, giving the land required free of cost, and ceding to the British Government full jurisdiction within the limits of the railway.

Muhammad Yusuf Ali Khan died in 1865, and was succeeded by his eldest son, Muhammad Kalb Ali Khan, who entered into an Agreement (No. XIII) similar to that taken from his father in 1855 (No. VII).

In 1867 the Ruler of Rampur was granted a permanent salute of 13 guns: and in 1878 the hereditary title conferred on him in 1859 was augmented to Farzand-i-Dilpazir Daulat-i-Inglishia.

Muhammad Kalb Ali Khan died in 1887, and was succeeded by his son, Muhammad Mushtak Ali Khan, who entered into an Agreement (No. XIV) similar to that taken from his father in 1865. Owing to his

weak health and consequent inability to give the requisite personal attention to the administration, Government appointed a Council of State consisting of a Vice-President and two Members, with the Nawab himself as President, to conduct the administration.

Muhammad Mushtak Ali Khan died in 1889, and was succeeded by his eldest son Muhammad Hamid Ali Khan. During his minority the Council of State was constituted a Council of Regency, with more closely defined powers and with Sahibzada Safdar Ali Khan, half-brother of Nawab Muhammad Yusuf Ali Khan, as President. General Azim-ud-din Khan, the Vice-President of the Council of Regency, was murdered in April 1891, and the President resigned in the following July, when Major Vincent of the Central India Horse was appointed to be President, and to discharge the duties of Vice-President in addition.

On the 4th April 1894 Muhammad Hamid Ali Khan was installed as Nawab, the Council of Regency being replaced by an Administrative Council: and on the 1st June 1896 he was invested with full powers, the Administrative Council was abolished, and the Nawab entered into the usual Agreement (No. XV).

In 1899 an Agreement (No. XVI) was concluded for the effective control and discipline of the Rampur Imperial Service Troops when serving beyond the State frontiers.

In the same year the Nawab signed a revised Agreement (No. XVII) ceding full and exclusive power and jurisdiction of every kind over the portions of the Bareilly-Rampur-Moradabad Railway lying within the limits of his State.

In 1909 the ancient titles of Alijab, Mukhlis-ud-daula, Nasir-ul-mulk, Amir-ul-umra, Mustaid Jang, which had been granted by the Moghul Emperors, were restored to the Ruler of Rampur.

In 1918 the Agreement executed by the Nawab in 1896 (No. XV) was cancelled, subject to the express understanding that the Nawab and his successors would be bound, in the absence of specific orders from Government in each particular case, to continue the payment of all guaranteed pensions on the terms on which they were granted, and that any failure to do so would justify the intervention of Government on behalf of the beneficiaries.

In 1921 the permanent salute of the Ruler of Rampur was enhanced to 15 guns.

Muhammad Hamid Ali Khan died on the 20th June 1930, and was succeeded by his son the present Nawab Raza Ali Khan, born on the 17th November 1906.

The area of Rampur is 892·54 square miles; the population, according to the Census of 1921, 453,607; and the average annual revenue 55 lakhs.

Under the reorganisation scheme of January 1921 the authorised strength of the Rampur State Forces consists (December 1926) of:—

Rampur Lancers	231
1st Rampur Infantry	591
2nd Rampur Infantry	662
Rampur Gurkha Company	158

The following other State forces are maintained:—

Palace Guards	625
Artillery	205
Bicycle Sowars	20

With effect from the 1st January 1922 the designation "Imperial Service Troops" was changed to "Indian State Forces."

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

II.—TEHRI (GARHWAL).

The early history of the Garhwal Rajas is obscure. They claim descent from the Agni race, and are of the Kshatriya caste. For many generations the chiefs had absolute sway over the whole of Garhwal on both sides of the Alaknanda. The first Raja of the line was Kanak Pal. The Rajas of Tehri bear the title Shah. The local tradition is that the 38th prince of the line, Kalyan Sah (*circa* 1389-1398) received it from the Emperor Nasir-ud-din of Delhi; who, if he ever really existed, must have been one of the puppet Sultans whose brief reigns intervened between the death of Firoz Shah in 1388 and the invasion of Timur in 1398. A less improbable tradition says that Balbhadra Shah, the 43rd prince (*circa* 1473-1496), received it from the Emperor Bahlol Khan Lodi. All Balbhadra Shah's successors have borne the title; whereas his four predecessors did not. Whether the Garhwal Rajas did or did not pay tribute to the Moghul Emperors of Delhi is disputed, but it seems probable that they did; though, if so, the tribute was only nominal.

In 1804 the Nepalese extended their conquests to Garhwal and expelled Raja Pradyumna (or Parduman) Shah, who took refuge in the plains. He collected a force with which he entered the Dun in an attempt to recover his kingdom. In this he was unsuccessful, and, in an action fought in January 1804 at Khurbura, near Dehra, he perished with most of his Garhwali retainers. His eldest son Sudarshan Shah escaped from the Gurkhas, fled to the plains and joined the English.

After the conclusion of the Nepal War of 1815, the British Government restored to Sudarshan Shah that part of his hereditary possessions lying west of the pargana of Nagpur, north of the Alaknanda river and east of Dehra Dun as far north as the confluence of the Tons and Pabar rivers. North of that confluence lay the district of Rawain, the northern portion of which—the parganas of Serachli and Danewan, east and west respectively of the Pabar river—originally a fief of Garhwal, had been ruled for eleven generations by the Thakurs of Raingarh, until Himmat Singh, the last of them, was dispossessed of Serachli, which included his fort of Raingarh, by the Bashahris, who were in turn expelled by the Gurkhas. After the defeat of the Gurkhas, the British annexed the Serachli pargana and a small portion of the Danewan pargana, the remainder of which they assigned to Rana Runa, brother of Himmat Singh. They also retained under their own administration the southern portion of Rawain until 1817, when they handed it over to Sudarshan Shah; who, in March 1820, received a Sanad (No. XVIII) confirming the grants of territory made to him. This Sanad conferred upon him " the whole of the territory of Garhwal " with three exceptions:— the districts to the east of the Alaknanda river and to the east of the Mandakani river above its confluence with the Alaknanda: the Dehra Dun: and "the Pergunnah

of Raeen Gurh." In 1824 the Commissioner of Kumaon brought to notice two errors in the Sanad: first, that the Mandakani river did not form the eastern boundary of the State, since part of the British pargana of Nagpur lay to the west of it: and secondly, that the pargana of Rawain (the southern portion of the district of that name), though excepted from the original grant of territory in 1815, had subsequently been added in 1817, so that that exception should have been omitted from the Sanad of 1820. It is, in fact, not unlikely that the exception intended by "the Pergunnah of Raeen Gurh" may have been the pargana of Serachli which included the fort of Raingarh; but, even if so, its exception was unnecessary, since that pargana did not form part of "the territory of Garhwal", but part of the Thakurai of Raingarh. The Commissioner recommended the issue of a fresh Sanad in substitution for that of 1820; his recommendation was accepted, and in December 1824 a fresh Sanad (No. XIX) was issued to Sudarshan Shah, the Sanad of 1820 being recalled.

During the mutiny of 1857 Sudarshan Shah rendered valuable assistance to Government. He died in 1859, leaving two legitimate daughters but no legal male heir, either direct or collateral, and the State lapsed to Government. In consideration of the services of Sudarshan Shah, however, it was decided (No. XX) to confer the State upon his son Bhawani Singh, the offspring of an alliance that was certainly considered by the British authorities at the time to be an illegitimate one; though the following story, of which they might well have been ignorant, is told of it on apparently good evidence. It is said that in 1812, when Sudarshan Shah was living in exile and had lost all hope of retrieving his ancestral territories, Maharaja Sansar Chand of Kangra arranged his marriage with Srimati Gundevi, daughter of one of his own kinsmen, a Miyan of Katoch Rajput descent: and that Bhawani Singh was the issue of this marriage. After Sudarshan Shah had been restored to his territories, he was given the two daughters of Maharaja Sansar Chand in marriage, on the precedent condition that Srimati Gundevi should never assume the title of Rani and that her son should never be given the title of Tika or recognised as heir apparent.

In 1862 Bhawani Singh, who after his accession assumed the family title of Shah, received a Sanad (No. XXI) guaranteeing him the right of adoption. In 1865 he leased (No. XXII) his forests to the British Government for Rs. 10,000 a year for a period of 20 years.

Bhawani Shah died in 1871 and was succeeded by his eldest son Pratap Shah.

In 1878 the Ruler of Tehri was granted a permanent salute of 11 guns.

In 1885 Pratap Shah renewed (No. XXIII) for another 20 years, at an annual rent of Rs. 12,000 the forest lease given by his father. In 1887

Government relinquished the Sheopuri portion of the forests, and the rent was reduced to Rs. 9,000.

Pratap Shah died in 1887 and was succeeded by his son Kirti Shah, during whose minority the State was administered by a Council of Regency with his mother as President. On his installation in 1892, the Council was continued as a consultative one until 1898, when it was abolished.

In 1895 Kirti Shah leased (No. XXIV) certain *chir* forests in the Tons Valley for a period of 20 years: and in 1905 he gave a fresh lease (No. XXV), on terms somewhat more favourable to himself, in place of the forest lease given by his father in 1885. This lease expired in 1925, and was not renewed. In 1909 he executed an Agreement (No. XXVI) for the control and discipline of his Imperial Service Troops when serving beyond the frontiers of his State.

Kirti Shah died on the 25th April 1913, and was succeeded by his son the present Raja Narendra Shah, born on the 3rd August 1898. During his minority the administration was conducted by a Council of Regency, of which his mother was at first President; but, owing to her illness, her place was taken later by an officer lent by the Government of India.

In 1915 the Council of Regency renewed (No. XXVII) for a further period of 20 years the Tons Valley forest lease given by Kirti Shah in 1895. The lease was cancelled in 1925, and the forest handed back to the State.

On the 4th October 1919 Raja Narendra Shah was invested with full ruling powers.

In 1927 the Tehri Darbar executed an Agreement (No. XXVIII) for the construction of *jhulas* over the rivers which form the boundary between British Garhwal and the Tehri State.

The area of Tehri is approximately 4,502 square miles; the population, according to the Census of 1921, 318,482; and the average revenue s. 15,07,365.

The State pays no tribute.

Under the reorganisation scheme of January 1921 the authorised strength of the Tehri State Forces consists (December 1926) of:—

Tehri Headquarters Infantry and Band	100
Tehri Narendra Pioneers	101
Tehri Garhwal Sappers and Miners	129

The State has 6 guns, 2 of which are obsolete and the other 4 are used only for firing salutes.

With effect from the 1st January 1922 the designation "Imperial Service Troops" was changed to "Indian State Forces."

The State was liable to the operation of the Nazarana rules up to 1911, when, on the occasion of the Coronation Darbar, all such levies were abolished.

III.—FARRUKHABAD.

Before the cession of Rohilkhand to the British Government, the Farrukhabad territory was almost entirely surrounded by the dominions of the Nawab-Wazir of Oudh. A tribute of Rs. 4,50,000 was paid by the Nawab Rais of Farrukhabad to the Nawab-Wazir. This tribute was ceded to the British Government by the Treaty of 1801 with the Nawab-Wazir (*see* No. LV). In 1802 the Nawab Rais ceded (No. XXIX) the sovereignty of the province to the British Government, who settled on him and his heirs and successors a stipend of Rs. 1,08,000 a year.

The last Nawab Rais of Farrukhabad, Tafazzul Husain, rebelled in 1857. He surrendered in 1859 under the proclamation of amnesty, and was tried before a Special Commission on various counts, charging him, *first*, with rebelling and waging war against the British Government, and acting as a leader and instigator in revolt; and *secondly*, with being a principal and accessory, both before and after the fact, to the murder of many British subjects, Anglo-Indian and Indian. He was convicted and sentenced to death, and all his property was adjudged to be confiscated. But it came out at the trial, and was pleaded by the prisoner as a bar to the execution of the sentence, that before his surrender a letter had been written to him by Major Barrow, the Special Commissioner with the camp of the Commander-in-Chief, in which he was invited to surrender; and that in this letter he was told that pardon had been extended to all who had not personally committed the murder of British subjects, and that if he had not personally committed the murder of British subjects he might surrender without apprehension. Government condemned and disavowed this act of Major Barrow, but forebore in consequence of it from carrying out the capital sentence, on condition that Tafazzul Husain should immediately quit British territories for ever. He was carried to Aden and sent across the frontier in the direction of Mecca, and warned that, if ever he set foot on British territory, the sentence of death which had been passed upon him would be carried out.

Tafazzul Husain died at Mecca on the 19th February 1882. His son, Asghar Husain Khan, is still alive and in receipt of a hereditary pension of Rs. 260-0-5 a month. The title of Khan Bahadur was conferred on him in December 1911.

As regards the Treaty of 1802, it was held that, as between the British Government and the Nawab Rais, the treaty was cancelled by Tafazzul Husain's rebellion, but that this breach of engagement by Tafazzul Husain did not of itself affect the rights of third parties recognized or created by the treaty. The pension guaranteed by Article 2, and the property and annual payments guaranteed by Articles 3, 4 and 7, were therefore resumed: and a small subsistence allowance was granted to those

who were dependent on these payments and had no other means of support, provided they took no part in and gave no encouragement to rebellion. But the pensions guaranteed by Article 5 and the rent-free land and jagirs alluded to in Article 8 were continued to the holders, provided they were not implicated in rebellion, and did not hold their pensions or lands on condition of service the performance of which was no longer possible. These pensions have now to a large extent been commuted.

IV.—BENARES.

This family was founded by Mansa Ram, Zamindar of Gangapur, who died in 1740 and was succeeded by his son Balwant Singh. Balwant Singh joined Shah Alam and Shuja-ud-Daula in their invasion of Bengal in 1763. He joined the British camp with the Emperor after the battle of Buxar: and, in the arrangements made with the Emperor in 1764,* his zamindari was transferred from Oudh to the British Government. The arrangements thus made were disapproved by the Court of Directors: and, when the Treaty of 1765 was concluded with Shuja-ud-Daula, Raja Balwant Singh's Estate was restored to Oudh, the Nawab-Wazir engaging to continue him in possession on condition of his paying the same revenue as before (*see* Art. 5 of No. XLII).

Balwant Singh died in 1770, when the Nawab-Wazir of Oudh wished to dispossess the family; but the British Government compelled him to recognize the succession of Chait Singh, son of Balwant Singh by a Rajput mistress, and to grant him, in 1773, a Sanad (No. XXX) under their guarantee. By the Treaty concluded with the Nawab-Wazir of Oudh in 1775 (No. XLVII) the sovereignty of the districts dependent on Raja Chait Singh was ceded in perpetuity to the British Government. A Sanad (No. XXXI) was however given to the Raja in 1776, confirming him in his zamindari and the civil and criminal administration thereof, subject to an annual net payment of Sicca Rs. 22,66,180, and on condition of his adopting measures for the interest and security of the country and the preservation of the peace. The Raja was also allowed to coin money.

In 1778 it was proposed that the Raja should be required to pay a subsidy of five lakhs of rupees for the maintenance of three battalions of sepoys. He consented to the arrangement for one year. The contribution was again levied in 1779 and in 1780, and the Raja was also required to employ his cavalry for the general service of the State. Chait Singh manifested great reluctance to meet these demands and to fulfil his feudal obligations to the British Government. He was also believed to be secretly disaffected and to have corresponded with the enemies of the British Government: and he was therefore put under arrest in his own house in September 1781, by order of Warren Hastings, the Governor-General, who had proceeded in person to Benares to confer with the Raja. A tumult ensued, in which the military guard over the Raja were cut down and the Raja escaped. Chait Singh collected his troops and appealed for aid to some of the princes of Northern India; but his troops were defeated in several skirmishes, and the rebellion was crushed. Chait Singh was deprived of his Estate, which was given in September

* See Volume I, Delhi.

1781 (No. XXXII) to his nephew Mahip Narayan, son of Raja Balwant Singh's daughter by his wife Rani Gulab Kunwar, on payment of a yearly tribute of forty lakhs of Benares Sicca Rupees, subject to deductions as compensation for the loss of certain rights enjoyed by his predecessors (No. XXXIII). The civil and criminal administration of the city of Benares, together with the power of the mint, were taken out of the new Raja's hands. Chait Singh took refuge with Scindia and died at Gwalior in 1810.

In 1794 an Agreement (No. XXXIV) was concluded with Mahip Narayan for the purpose of introducing into the province of Benares the same system of judicial and revenue administration as had been established in 1793 in the provinces of Bengal, Bihar and Orissa. The Raja agreed to accept one lakh of rupees a year in commutation of his rights in the province, exclusive of the jagirs and *altamgha* grants constituting his Family Domains; in these the Raja or his officers were to retain jurisdiction in revenue matters, etc., subject to the Collector's advice and the orders of the Governor-General in Council.

Mahip Narayan died in 1794, and was succeeded by his son, Udit Narayan Singh, who was granted a Sanad (No. XXXV) in 1796. In 1826 a Special Commissioner was appointed to enquire into grievances alleged to be rife in the Family Domains, especially in the pargana of Bhadohi. In consequence of his report Bengal Regulation VII of 1828 was passed which more clearly defined and codified the relations of the Raja with the Family Domains. This was subsequently amended by Act XIV of 1881.

Udit Narayan Singh died in 1835 and was succeeded by his nephew and adopted son Ishwari Prasad Narayan Singh, who in 1835 was granted a Sanad (No. XXXVI). In 1862 he received a Sanad of Adoption (No. XXXVII).

Ishwari Prasad died in June 1889, and was succeeded by his nephew and adopted son the present Maharaja Parbhu Narayan Singh. The title of Maharaja Bahadur and the privilege of being addressed by the title of Highness, both of which had been granted to his predecessor in reward for his loyal services during the mutiny, were continued to Parbhu Narayan Singh as personal distinctions.

In 1867 the Raja of Benares was granted a permanent salute of 13 guns.

In 1911 His Majesty's Government decided to create a State of Benares out of the territory known for more than a century as the Family Domains of the Raja of Benares. The parganas of Bhadohi and Kera Mangraur of the Domains, together with the Fort of Ramnagar and its appurtenances, were formed into a State: and an Instrument of Transfer (No. XXXVIII) was presented to His Highness by the Lieutenant-Governor

of the United Provinces on the 4th April 1911. Maharaja Parbhu Narayan Singh was thus appointed the first Ruling Prince of the newly formed State of Benares. Pargana Kaswar Raja of the Domains was amalgamated for administrative purposes with the district of Benares: and the Family Domains ceased to exist as a separate administrative unit.

The Commissioner of the Benares Division is the Political Agent of the State, which is administered on the same lines as districts in British territory.

In 1913 an assurance (No. XXXIX) was given to the Maharaja that certain payments made to him under the Instrument of Transfer are payments in perpetuity.

During the Great War the Maharaja placed his personal services and all the resources of his State at the service of the Crown. Besides other gifts, an Ambulance Corps was supplied for service in Mesopotamia and Aden and a military hospital was established at Benares.

In 1918 Maharaja Parbhu Narayan Singh was granted a personal salute of 15 guns: and at the same time the hereditary title of Maharaja was conferred (No. XL) on the Ruler of Benares, who was also subsequently granted a permanent local salute of 15 guns within his own territories.

In 1919 the town of Ramnagar, with eight adjoining villages, was included in the State by a Supplementary Instrument of Transfer (No. XLI).

The area of the State is about 870 square miles; the population, according to the Census of 1921, 362,735; and the gross revenue about Rs. 27,19,000.

The State pays a tribute of Rs. 2,19,000 to the British Government.

Under the reorganisation scheme of January 1921 the authorised strength of the Benares State Forces consists (December 1926) of:—

1st (Parbhu Narayan) Infantry	775
2nd Cavalry Troops	80
3rd Camel Despatch Riders	20

V.—OUDH.

The founder of the Oudh family, and the first Nawab, was Muhammad Amin, originally a merchant from Khorasan, who about 1724, during the reign of the Emperor Muhammad Shah, was appointed Governor of Oudh with the titles of Saadat Khan and Burhan-ul-Mulk. He was succeeded by his son-in-law Safdar Jang, who died in 1753 and was succeeded by his son Shuja-ud-Daula, who was created Wazir by the Emperor Shah Alam.

After his defeat at Buxar in 1764 (*see* Delhi, Vol. I), the Nawab-Wazir obtained the assistance of a body of Mahrattas; but was again defeated in a skirmish at Kara, and threw himself on the generosity of the British Government. The arrangements made in 1764, by which the Emperor ceded Ghazipur and Benares to the Company and was himself put in possession of all the rest of the Nawab-Wazir's dominions, were disapproved by the Court of Directors, who considered it expedient to preserve the dominions of the Nawab-Wazir as a barrier against the Mahrattas: and, by a Treaty concluded in 1765 (No. XLII), all his territories were restored except Allahabad and Kara, which were given to the Emperor for the support of his dignity and expenses.

Some uneasiness was still felt as to the designs of the Nawab-Wazir, who had the Emperor completely in his power and was ambitious of recovering Kara and Allahabad. It was therefore thought necessary to enter into a new Engagement (No. XLIII) in 1768 for the restriction of his army to 35,000 men,* none of whom were to be equipped or drilled like English troops.

At this time the position of the Mahrattas was most threatening. The Emperor had put himself in their hands and had been placed by them on the throne of Delhi; but he had no real power, and his name was used as a cloak for the justification of the Mahratta usurpations. On leaving Allahabad in 1771, the Emperor put the Nawab-Wazir in possession of the fort; but, when the Mahrattas extorted from him the cession of Kara and Allahabad, it was deemed necessary, for protection against them, that both the forts of Chunar and Allahabad should be held by English troops; and Agreements (Nos. XLIV and XLV) to this effect were executed in 1772. The grant of Kara and Allahabad to the Mahrattas was considered to be contrary to the meaning of the Treaty of 1765, by which these districts were given to the Emperor for the support of his dignity: and, as the Emperor had abandoned possession of them, they were sold in 1773

* Cavalry	10,000
Infantry	10,000
Najibs	5,000
Artillery	500
Irregulars	9,500

(No. XLVI) for fifty lakhs of rupees to the Nawab-Wasir, who at the same time agreed to pay Sicca Rs. 2,10,000 a month for each brigade of English troops that might march to his assistance.

In 1775 the Nawab-Wasir Shuja-ud-Daula died and was succeeded by his son, Asaf-ud-Daula. On his accession a new Treaty (No. XLVII) was concluded confirming him in the possession of Kara and Allahabad; raising the payment for British troops to Rs. 2,60,000 a month for each brigade that crossed his border; and ceding to the British Government in full sovereignty all the districts dependent on Raja Chait Singh of Benares, including Benares, Jaunpur and Ghazipur (*see* Benares). In his pecuniary obligations to the British Government, Asaf-ud-Daula soon fell deeply into arrears. Pressed by his pecuniary embarrassments, he endeavoured to deprive the mother of Shuja-ud-Daula and his own mother, the Bahu Begam, of the property which had been left them: and in 1775 the Bahu Begam complained that Rs. 26,00,000 had been extorted from her. An Agreement (No. XLVIII), however, was made between her and her son Asaf-ud-Daula, which was guaranteed by the British Government, maintaining her in the full enjoyment of her jagirs and property.

In 1781, at a personal interview at Chunar, Warren Hastings negotiated a new Treaty (No. XLIX) to give relief to the Nawab-Wasir by the withdrawal of all the English troops except a single brigade and one additional regiment. The Treaty also authorised the resumption of jagirs on the condition that equivalent pensions were granted to those whose estates were guaranteed by the British Government. The Nawab-Wasir took advantage of this concession to resume the jagirs of the Begams, though these were subsequently restored in part, and to deprive them of their treasure, on the alleged ground of their being implicated in Chait Singh's rebellion (*see* Benares). Warren Hastings' share in these transactions formed one of the charges against him on his impeachment.

The weakness of the Nawab-Wasir's government prevented the withdrawal of the English troops provided for by the Treaty of 1781. When Lord Cornwallis assumed the government in 1786 the Nawab pressed for some mitigation of his burdens. It was not thought safe to reduce the British troops, but an arrangement (No. L) was made in 1787, by which the Nawab's payment was fixed at Rs. 50,00,000 a year in lieu of all claims, and a large part of the balance due to the British Government was remitted.

In 1788 a commercial Treaty (No. LI) was concluded with the Nawab-Wasir, providing for the levy at fixed places of an *ad valorem* duty on goods, and prohibiting the levy of transit duties by landholders and others; but the pecuniary difficulties in which he continued to be involved arose chiefly from his incapacity and mismanagement. In 1797 Sir John

Shore paid a visit to Lucknow with the object of administrative reform, and to obtain part payment of the cost of the increased military establishment which it had been found necessary to keep up. An Agreement (No. LII) was made at this time by which the Nawab-Wazir undertook to pay for one additional regiment of European and one of Indian cavalry, provided the annual cost should not exceed five and a half lakhs of rupees.

In 1797 Asaf-ud-Daula died, and his reputed son, Mirza Ali, was acknowledged as his successor. His paternity having been afterwards proved to be spurious, he was deposed; and Saadat Ali, the eldest surviving son of Shuja-ud-Daula, and brother of Asaf-ud-Daula, was proclaimed in his stead. On the accession of Saadat Ali in 1798 a Treaty (No. LIII) was concluded, by which, among other arrangements, the Nawab-Wazir's payment to the British Government was raised to seventy-six lakhs a year, and the minimum British force to be maintained in the country was fixed at 10,000 men. At the same time the Nawab-Wazir made an Agreement (No. LIV) with the Bahu Begam, granting her certain jagirs in Gonda and Fyzabad under the guarantee of the British Government.

The Nawab-Wazir's army was an ill-disciplined, armed rabble, and would have been rather a source of danger than a help had the often expected invasion of Zaman Shah from Afghanistan taken place. In 1799, therefore, the Marquis Wellesley addressed the Nawab-Wazir with a view to induce him to disband his troops and replace them by a British subsidiary force. Major Scott was deputed to conduct negotiations for this purpose, and to secure, by a cession of territory, a resource for the regular payment of the subsidy. The Nawab-Wazir was very reluctant to agree to the proposals made to him, and threatened to abdicate in favour of his son; but, after protracted negotiations, a Treaty (No. LV) was signed in 1801, by which the Nawab-Wazir ceded lands in the Doab and the whole of Rohilkhand, yielding a revenue of Rs. 1,35,23,474, in lieu of the subsidy and all future expenses incurred in defending his territory; reduced his troops to four battalions of infantry and one of najibs, 2,000 cavalry and 300 golandas; and agreed to introduce a good system of government in his remaining territories. The Treaty also provided for the free navigation of the Ganges and other rivers, where they formed the boundary of the British territories and Oudh. At a personal interview with the Nawab-Wazir at Lucknow, the Governor-General discussed and settled various points arising out of the Treaty which remained to be adjusted, and explained the general principles which should regulate the connection and intercourse between the two States as resulting from the Treaty. The results of this conference were embodied in a Memorandum (No. LVI), of which a copy, signed and sealed by the Governor-General, was delivered to the Nawab-Wazir.

In 1812 a Treaty (No. LVII) was made with Saadat Ali to prevent disputes arising out of the frequent changes in the course of the rivers forming the boundaries between the British territories and Oudh. The Treaty related merely to the prevention of disputes between the two States, and had no reference whatever to the rights of zamindars.

Saadat Ali Khan died in 1814, and was succeeded by his eldest son Ghazi-ud-Din Haidar. On his accession Engagements (No. LIX) were exchanged between him and the Governor-General, declaring all treaties and engagements made with the late Nawab-Wazir to be in full force, to all intents and purposes.

During the negotiations with Saadat Ali Khan which led to the cession of Rohilkhand in 1801, the Bahu Begam had offered to make the English Government her heir on condition that she should be released from dependence on her grandson, and that her connections and dependants should be secured in the undisturbed possession of their property. It was believed that the Nawab-Wazir's principal objections to the proposed treaty for the cession of Rohilkhand proceeded from the expectation of his acquiring great wealth on the Begam's death. The Governor-General therefore expressed his intention of accepting the Begam's offer. The arrangements, however, were never completed: and, in consequence of the altered relations between the Nawab-Wazir and the Begam after the conclusion of the Treaty of 1801, Government eventually declined the bequest.

In 1808 the Begam executed a will, making the British Government heir to the residue of her property, after maintaining certain jagirs and pensions and paying certain sums for the construction of a mausoleum, etc. Government, however, declared its intention of yielding the legacy to the Nawab-Wazir and making over the residue of the property to him. The will was subsequently revoked, and a Deed of Deposit (No. LVIII) was executed in 1813, the provisions of which the British Government guaranteed to execute so far as depended on them. The arrangements proposed were, with the Begam's consent, disclosed to the Nawab-Wazir, who was assured that he would be acknowledged by Government as the Begam's heir on his agreeing to the whole of the purposes of the will. In August 1814 Ghazi-ud-Din Haidar intimated his assent in a letter to the Resident which forms the last annexure to No. LVIII.

The Begam died in 1815, leaving property to the value of Rs. 99,48,916. After her death it was proposed to embody the obligations of the British Government and the Nawab-Wazir in regard to her property in a treaty. But, as the Nawab-Wazir expressed unwillingness to execute any further documents, which were unnecessary after his engagement of 1814, the treaty was not pressed: and all the personal property of the Begam was made over to him on his paying into the British treasury

Rs. 56,84,062, the interest on which was to yield certain pensions. By the Deed of Deposit these pensions were to be defrayed from the funds left by the Begam, and they are now known as the Amanat Wasikas or trust pensions. Besides these there were certain jagirs and pensions payable from the Oudh treasury, in case of the diminution or resumption of which by the Nawab-Wasir the British Government was to make a provision of corresponding amount for the holders, from the residue of the Begam's property. To this class belonged the pensions of Mirza Ali, Salar Jang and his three sons, and the several members of the Khas Mahal. The pensions of Mirza Ali, Salar Jang and his three sons were subsequently provided for in the arrangements made for the payment of the first Oudh loan. Of the Khas Mahal pensions, three, namely those of Lutf-un-Nisa, Mirza Muhammad Taki Khan and Mirza Nasir, and their children, aggregating Rs. 6,000 a month, were secured by the guarantee of the British Government. These are now known as the Zamanat Wasikas or security pensions.

In 1814, when Lord Moira proceeded to the upper provinces to be near the scene of action in the Nepal war, he was visited at Cawnpore by the Nawab-Wasir, who offered him a crore of rupees as a free gift. The gift was declined; but a loan of Rs. 1,08,50,000 at 6 per cent. per annum was accepted, the interest, (Rs. 6,51,000) being devoted to defray certain stipends (No. LX) guaranteed by the British Government. The principal of lapsed stipends was repayable to the Oudh Government: and up to 1855 there had been repaid at various times Rs. 72,42,765, leaving outstanding Rs. 36,07,235.

In March 1815, in consequence of the heavy expenditure during the Nepal war, Government applied to the Nawab-Wasir for a second loan of one crore of rupees at 6 per cent. On the conclusion of the war, this second loan was extinguished in 1816 by the cession (No. LXI) to the Nawab-Wasir of the district of Khairigarh and the Tarai lands conquered from the Gurkhas, between the Gogra on the west and the district of Gorakhpur. By the same Treaty part of the district of Gorakhpur was ceded by the British Government in exchange for the tract of country intervening between the British districts of Jaunpur, Mirzapur and Allahabad.

In 1825 the Nawab-Wasir, who in 1819 had been raised by the British Government to the dignity of King, proposed that the British Government should cede to him a portion of their territories in exchange for a sum of money. There were, however, insuperable objections to the alienation of any portion of British territory. But, as the Government were suffering from the financial difficulties caused by the protracted hostilities in Burma, and as the King's treasury was full, a proposal was made to take from him a loan of a crore of rupees at 5 per cent. interest. By an Agreement (No. LXII) concluded in 1825, the interest of this loan was devoted

in perpetuity to the payment of certain stipends, and the British Government agreed to be the protector of the honour and prosperity of the stipendiaries.

In 1826 a fourth loan of half a crore of rupees was taken at 5 per cent. interest, repayable after two years. In 1827 Ghazi-ud-Din Haidar requested that this loan might be made perpetual, and that the interest should be devoted to meet certain pensions, the stipendiaries being guaranteed the protection of the British Government. But the previous guarantees which Government had given had produced so much embarrassment that the request of the King was declined.

Ghazi-ud-Din Haidar died in 1827 and was succeeded by his son Nasir-ud-Din Haidar. Being anxious to make a permanent provision for certain ladies of his household, Nasir-ud-Din Haidar proposed to grant another loan at 5 per cent. interest, consisting of the half crore lent in the previous year with an additional sum of Rs. 12,40,000. This loan was accepted in 1829 (No. LXIII), but was made redeemable at any time after the death of the original stipendiaries. No guarantee was given of protection to the stipendiaries, but a promise was made that they would always be treated with special favour and kindness. Rs. 38,40,000 of this loan were repaid in 1853 to the heirs of some of the original grantees; Rs. 2,40,000 being paid in cash, and Rs. 36,00,000 by transfer to the Government 4 per cent. loan.

In 1833, at the request of the King, Government accepted another loan of Rs. 3,00,000 at 4 per cent., and agreed (No. LXIV) to pay the interest in monthly charitable payments to the poor in the city of Lucknow.

Nasir-ud-Din Haidar died in 1837, and was succeeded by his uncle, Muhammad Ali Shah. On his accession a Treaty (No. LXV) was concluded with him to which the assent of the King was most reluctantly given. The Court of Directors therefore disallowed it, and directed the restoration of the relations with Oudh to the footing on which they had previously stood. The King was thereupon informed of the determination of Government to relieve him from all that was onerous in the conditions respecting the subsidiary force established under the Treaty, and to defray from the British treasury the expense of that portion of the force which had been already organized; but the formal abrogation of the Treaty was not intimated to him.

Muhammad Ali Shah, being anxious to provide pensions in perpetuity for certain members of his family, offered in 1838 a loan of Rs. 17,00,000 at 4 per cent., and requested that the pensioners to whom the interest was to be paid should be guaranteed against oppression by future Rulers of Oudh. The loan was accepted (No. LXVI); but, as in the Agreement of 1829 with Nasir-ud-Din Haidar, no guarantee was given, the pensioners

being promised only the special favour and kindness of the British Government.

In 1839 Muhammad Ali Shah subscribed 12 lakhs of rupees to the 4 per cent. loan, the interest of which he allotted by a Deed of Trust (No. LXVII) for the expenses of the Husainabad Imambara. To this the King added other sums, aggregating Rs. 24,17,500; and after his death a sum of Rs. 2,33,000 was also invested by the Trustees out of the unexpended surplus of the interest.

In 1840 the King allotted by another Deed of Trust (No. LXVIII) a sum of Rs. 3,40,800 of which Rs. 2,87,000 were to bear interest at 5 per cent. and Rs. 53,800 at 4 per cent., for the endowment of a hospital at Lucknow.

Various other sums were at different times invested by the King of Oudh in Government funds; but these investments were guaranteed by no special engagements and differed in no way from ordinary contributions to Government loans, except that in some cases the promissory notes were deposited in the Government treasury at Lucknow, and the interest was paid monthly instead of quarterly. Thus in February 1842 a sum of Rs. 14,00,000 was contributed, on twelve lakhs of which the interest was made payable monthly. In July 1842 twenty lakhs were subscribed, on eight lakhs of which the interest was made payable monthly; and in September 1842 twelve lakhs more were subscribed on the same terms.

Muhammad Ali Shah died in 1842 and was succeeded by his son Amjad Ali Shah, who was succeeded on the 13th February 1847 by Wajid Ali Shah.

The condition of the internal administration of Oudh had attracted attention from the earliest times of the connection of the British Government with the State: and it was one of the provisions of the Treaty of 1801 (No. LV) that the Nawab-Wazir should introduce, under the advice of the British Government, such a system of administration as should be conducive to the prosperity of his subjects, and be calculated to secure the lives and property of the inhabitants. Notwithstanding the repeated warning and advice of successive Residents, the administration was not improved: and in 1831 Lord William Bentinck found it necessary to warn the King that, in the event of improvement and reformation not being effected by his own officers, the settlement of the country would be made by British officers. This warning was neglected; the misgovernment of the country continued; and in November 1847, a few months after the accession of Wajid Ali Shah, Lord Hardinge proceeded to Lucknow and again warned the King that, if within two years the administration should not be reformed, the British Government would be forced to interfere by assuming the government of Oudh. No improve-

ment took place within the two years of probation; but a natural reluctance to proceed to extreme measures prevented Government from at once acting up to the threat held out by Lord Hardinge, and the outbreak of the second war with Burma diverted for a time the attention of the Government from Oudh.

In 1854, however, as there were still no visible signs of the improvement in the administration of Oudh stipulated for under the Treaty of 1801, the Resident was called on to report whether conditions admitted any further postponement of the recourse to extreme measures which Government reluctantly felt must eventually be resorted to. The Resident's enquiries showed that the state of Oudh was most deplorable, and that the improvement, which Lord Hardinge had peremptorily demanded seven years before, had not been effected in any degree. The British Government therefore finally resolved to assume the administration of Oudh, in one form or another. A treaty* was proposed to the King, which provided that the sole civil and military government of Oudh should be vested in the British Government for ever; that the title of King of Oudh should be continued to His Majesty and the lawful male heirs of his body; that the King should be treated with all due attention,

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* TREATY between the HONOURABLE EAST INDIA COMPANY and HIS MAJESTY ABDUL MANSUR, NASIR-UD-DIN SIKANDAR JAH, MUHAMMAD WAJID ALI SHAH, King of Oudh; settled on the part of the HONOURABLE COMPANY by MAJOR-GENERAL JAMES OUTRAM, C.B., Resident at Lucknow, in virtue of full powers granted to him by the MOST NOBLE JAMES RAMSAY, MARQUIS of DALHOUSIE, Knight of the Most Ancient and Most Noble Order of the Thistle, one of HER MAJESTY'S Most HONOURABLE PRIVY COUNCIL, GOVERNOR-GENERAL in Council, appointed by the HONOURABLE COMPANY to direct and control all their affairs in the East Indies; in and on the part of HIS MAJESTY the KING OF OUDH by

Whereas in the year 1801 a Treaty was concluded between the Honourable East India Company and His Excellency the Nawab Wazir Saadat Ali Khan, Bahadur; and whereas the 6th Article of the said Treaty requires that the Ruler of Oudh, always advising with and acting in conformity to the council of the officers of the Honourable Company, shall "establish in his reserved dominions such a system of administration, to be carried into effect by his own officers, as shall be conducive to the prosperity of his subjects, and be calculated to secure the lives and property of the inhabitants"; and whereas the infraction of this essential engagement of the Treaty by successive Rulers of Oudh has been continued and notorious; and whereas its long toleration of such infraction of the Treaty on the part of the Rulers of Oudh has exposed the British Government to the reproach of having failed to fulfil the obligations it assumed towards the people of that country; and whereas it has now become the imperative duty of the British Government to take effectual measures for securing permanently to the people of Oudh such a system of just and beneficent administration as the Treaty of 1801 was intended, but has failed, to provide; the following Treaty consisting of seven Articles, is concluded, on the one part by the Most Noble the Marquis of Dalhousie, K.T., Governor-General in Council, appointed by the Honourable Company to direct and control all their affairs in the East Indies, through Major-General Outram, C.B., Resident at Lucknow, under full powers vested in him by the said Governor-General; and on the other part by His Majesty, Abdul Mansur, Nasir-ud-Din, Sikandar Jah, Muhammad Wajid Ali Shah, King of Oudh, for himself and his heirs, through

ARTICLE I.

It is hereby stipulated and agreed that the sole and exclusive administration of the Civil and Military Government of the Territories of Oudh shall be henceforth vested for ever in the Honourable East India Company, together with the full and

respect and honour, and should have exclusive jurisdiction within the palace at Lucknow and the Dil Kusha and Bibiapur parks, except as to the infliction of capital punishment; that the King Wajid Ali Shah should receive twelve lakhs a year for the support of his dignity and honour; that the Company should maintain for His Majesty a body of palace guards at a cost not exceeding three lakhs of Company's rupees per annum; that each of his successors should receive twelve lakhs a year; and that his collateral relations should be separately maintained by the British Government.

The King was allowed three days to consider and sign the treaty. He refused to sign it, and therefore, in February 1856, the British Government assumed to itself the government of Oudh exclusively and for ever. A provision of twelve lakhs a year was offered to the King, which he accepted in October 1859. Separate provision was sanctioned for his collateral relatives. Wajid Ali Shah was allowed to retain the title of King of Oudh, but on his death the title was to cease absolutely, and the pecuniary allowance was not to be continued on the same scale. A residence for the King was purchased by Government at Garden Reach in the suburbs of Calcutta, but he was informed that the exercise of an independent jurisdiction within the precincts of his estate, or the immunity of any of his officers or attendants from the ordinary operation of the law, could not be sanctioned. Provision was made by Act XIV of 1860 for the execution of civil and criminal process within the premises occu-

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exclusive right to the revenues thereof, the said Company hereby engaging to make ample provision for the maintenance of the Royal dignity, as hereinafter mentioned, and for the due improvement of the said territories.

ARTICLE II.

It is stipulated and agreed that the Sovereign title of King of Oudh shall be retained by His Majesty, and that it shall descend in continual succession to the heirs male of his body, born in lawful wedlock.

ARTICLE III.

It is stipulated and agreed that His Majesty the King and his successors shall be treated upon all occasions with the attention, respect, and honour which are due to a Sovereign Prince.

ARTICLE IV.

It is further stipulated and agreed that, notwithstanding the provisions of the first Article of the present Treaty, His Majesty the King of Oudh and his successors shall retain full and exclusive jurisdiction within the precincts of the Palace at Lucknow, as well as within the Dil Kusha and Bibiapur parks, provided always that the punishment of death shall not be inflicted by the order of the King, or within the limits of the palace and garden parks aforesaid, unless with the previous consent of the Governor-General in Council.

ARTICLE V.

Whereas it is expedient and right that the Crown of His Majesty the King of Oudh should be upheld in fitting dignity and honour, it is hereby stipulated and agreed that the Honourable East India Company shall pay to His Majesty the said Muhammad Wajid Ali Shah, from out of the revenues of Oudh, twelve lakhs of

No. I.

TRANSLATION of a TREATY entered into between the VIZIER of the EMPIRE, SHUJAH-UL-DOWLA, and the ROHILLA SIRDARS, reciprocally interchanged,—13th June 1772.

First.—Friendship is established between us, and we, Haffiz Rhamut Khan and Zabitah Khan, and all the other Rohilla Sardars, great and small, have agreed and determined with the Vizier of the Empire, Shujah-ul-Dowla, that we adhere to the substance of this writing, and never deviate from this Agreement; that we esteem his friends as our friends, and his enemies as our enemies, and that we and our heirs, during our lives, shall adhere firmly to this our Oath and Agreement, that we shall be united and joined together for the protection of the country of the Vizier of the Empire and of our own country; and if any enemy (which God forbid) should make an attempt against us and the Vizier, we, the Rohilla Sardars and the Vizier of the Empire, shall use our joint endeavours to oppose him; we also, all the Rohilla Sardars, shall also join and unite in any measures that may be determined by the Vizier of the Empire for the benefit of the Nabob Mahomed Zabitah Khan. We, both parties swear by the Almighty, His Prophet, and the sacred Koran, that we will firmly adhere to this solemn Agreement, nor ever deviate from this our Treaty.

This Treaty confirmed by oath, and sealed in the presence of General Sir Robert Barker.

Written on the 11th of the month Rubba-ul-awul, 1186 Hegira, or 13th June 1772.

WILLIAM DAVY,
Persian Interpreter.

TRANSLATION of the AGREEMENT given by HAFFIZ RHAMUT KHAN to the VIZIER.

As the Vizier of the Empire, the Nabob Shujah-ul-Dowla, will put the Rohilla Sardars in full possession of their country, it is at his own option to effect it either by peace or war. Should the Mahrattas at this time, without coming to an engagement or peace being established, cross the river, and retreat owing to the rainy season, and after that is elapsed, commit disturbances in the country of the Rohillas, the quelling of these disturbances shall belong to the Vizier. The Rohilla Sardars after the aforesaid business, do agree to pay the sum of 40 lakhs of rupees on the following terms; *viz.*, as the Mahrattas are now committing disorders in the country of the Rohillas, the Vizier shall march from Shahabad to such place as may be thought proper to arrive at, in order that the Rohilla dependents may come out of the jungles and arrive at their own homes. The sum of ten lakhs of rupees shall then be paid in ready money, in part of the stipulation, and

30 lakhs of rupees shall be discharged in three years, beginning from the Fusselle year 1186.

This Agreement is sealed in the presence of General Sir Robert Barker.

No. II.

TREATY, under the Hands and Seals of the NABOB SHUJAH-UL-DOWLA BEHAUDER and COLONEL CHAMPION,—1774.

A friendship having been entered into between me and Fyzoollah Khan, I have agreed to give him the country of Rampore and some other districts dependent thereupon, producing altogether an annual revenue of 14,75,000 rupees, and I have stipulated that Fyzoollah Khan shall retain in his service five thousand troops, and not a single man more; I therefore give this written Engagement that I will, at all times, and on all occasions, support the honor and character of Fyzoollah Khan, and will promote his interest and advantage to the utmost of my power, upon the following conditions: That Fyzoollah Khan shall enter into no connection with any person but myself, and that he shall hold no correspondence with any person, except the English Chiefs; that he shall consider my friends as his friends, and my enemies as his enemies; and that with whomsoever I shall make war, Fyzoollah Khan shall send two or three thousand men according to his ability, to join my forces: and if I march in person, Fyzoollah Khan shall himself accompany me with his troops; and if, on account of the smallness of the number of the forces he is to retain in his service, he is not able to accompany me, I will then appoint him three or four thousand more troops, that he may accompany me with a good army, and I will be at the expense of supporting them. Upon the performance of these conditions, I have agreed to give the said countries, at the afore-mentioned revenue, to Fyzoollah Khan, and to promote his interest and advantage to the utmost of my power.

If Fyzoollah Khan fulfil the Articles of his Treaty, and adheres steadily to it, God willing, I will not neglect whatever may be for his advantage.

He shall send the remainder of the Rohillas on the other side of the river.

I have sworn by the holy Koran, calling God and His Prophet to witness to the performance of these Articles.

Rajab 1188.

COLONEL CHAMPION'S SEAL. THE VIZIER'S SEAL.

TREATY, under the Hands and Seals of FYZOOLLAH KHAN and COLONEL CHAMPION,—October 1774.

A friendship having taken place between the Nabob Vizier-ul-Moolk Behauder and me, and the Nabob Vizier having been graciously pleased to bestow on me

a country, I have sworn on the holy Koran, calling God and His Prophet to witness to what I engage, that I will always, whilst I live, continue in submission and obedience to the Nabob Vizier; that I will retain in my service five thousand men, stipulated by the Nabob Vizier, and not a single man more; that with whomsoever the Nabob Vizier shall engage in hostilities, I will assist him; and that if the Nabob Vizier shall send an army against any enemy, I will also send two or three thousand of my troops to join them; and if he goes in person against any enemy, I will personally attend him with my forces: that I will have no connection with any person, but the Nabob Vizier, and will hold no correspondence with any one, the English Chiefs excepted; that whatsoever the Nabob Vizier directs I will execute; and that I will at all times, and on all occasions, both in adversity and prosperity, continue his firm associate.

I have sworn on the holy Koran, calling God and His Prophet to witness to the performance of these Articles: may God and His Prophet punish me if I act contrary to them.

Rajab 1188.*

SEAL OF COLONEL CHAMPION. SEAL OF FYZOOLLAH KHAN.

No. III.

TRANSLATION of a writing given by MAJOR WILLIAM PALMER to the NABOB FYZOOLLAH KHAN,—17th February 1783.

Whereas Treaties of various Articles having subsisted formerly between the late Vizier Shujah-ul-Dowla, and the present Vizier, Ausuf-ul-Dowla, with the Nabob Fyzoollah Khan, one Article contained in those Treaties was, that the Nabob Fyzoollah Khan should, whenever His Excellency sent his troops upon service, supply a force to join them of two or three thousand men. This has been the occasion of disputes and doubts between the parties. Therefore the Nabob Fyzoollah Khan has through me requested His Excellency the Vizier to remit that Article by which he is bound to supply a force occasionally; instead of which he agrees to pay fifteen lakhs of rupees in the following manner: five lakhs to be paid immediately, five lakhs in the Khereef, and two lakhs in the Rubby of the year 1191 Fussellee; and the remaining three lakhs in the beginning of the Khereef of the Fussellee year 1192. His Excellency the Vizier has also agreed upon these conditions to remit the obligation by that Article in the former Treaties, from this date, the fourteenth of Rubby-ul-Awul in the Hegira year 1197, the rest of the Articles remaining in full force. I, who am deputed on the part of His Excellency the Vizier, and the gentlemen of the Council, engage that the Nabob Vizier shall not expect a supply of troops, and should he demand it, the gentlemen with him, on the part of the gentlemen of the Council, shall remons-

* October 1774.

lakh and four thousand gold mohurs has been expended since Golam Mahomed Khan left the Rohilla camp; this being deducted, the balance is the sum demanded.

ARTICLE 3.

The Rohilla army agree that they will give over in deposit to the Company whatever may remain of the treasure of the family of Fyzoollah Khan, deceased.

ARTICLE 4.

The Nabob Vizier-ul-Momalik Asuf Jah Behauder agrees that he will bestow on Ahmed Ally Khan, the grandson of the Nabob Fyzoollah Khan, deceased, mehals in Jaghire, at the annual jumma of ten lakhs of rupees, and that the town of Rampore shall be a part of the said jaghire; and as Ahmed Ally Khan is a minor, therefore Nussur Ullah Khan Behauder, son of Abdoola Khan, deceased, shall be nominated the guardian of Ahmed Ally Khan, and the manager of the said jaghire, until Ahmed Ally Khan shall arrive at the age of —— years.

ARTICLE 5.

When the Rohilla army shall have given over the treasure, as is expressed in the third Article, the armies of the Nabob Vizier-ul-Momalik Asuf Jah Behauder and of the English Company shall march away from hence. and the Rohilla army shall disperse and go wherever they think proper.

Done at Puttaghat, in the English Camp, this 5th of Jemmadie-ul-Awul, 1209 Hegira.

THE SEAL OF THE NABOB VIZIER-UL-MOMALIK AUSUF-UL-DOWLA, ASUF JAH YEHEHA KHAN BEHAUDER, HUZZUBBER JUNG.

THE SEAL OF MR. GEORGE FREDERICK CHERRY, ON THE PART OF THE ENGLISH COMPANY, AS GUARANTEE TO THE ABOVE ARTICLES.

THE SEAL OF NUSSUR ULLA KHAN.

No. V.

ENGAGEMENT of GUARANTEE by the HON'BLE the ENGLISH EAST INDIA COMPANY between the VIZIER-UL-MOMALIK HINDOOSTAN NABOB ASUF-UL-DOWLA, AUSUF JAH YEHEHA KHAN BEHAUDER, HUZZUBBER JUNG, and the NABOB AHMED ALLY KHAN BEHAUDER,—13th December 1794.

Whereas, by a preliminary Engagement, dated the 5th Jemmadie-ul-Awul, 1209 Hegira, corresponding with the 29th November 1794 of the Christian era, and bearing the seals of the Nabob Vizier-ul-Momalik Ausuf Jah Behauder, of Mr. George Frederick Cherry, Resident at the Court of the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, on the part of the Hon'ble the English East India

Company, and of the Nabob Nussur Ulla Khan Behauder on the part of the Rohilla army, a copy of which is annexed, the said Company have agreed to be the guarantee to the performance of the stipulations thereof by the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder on one part, and by the Nabob Nussur Ulla Khan Behauder on the other; accordingly the said George Frederick Cherry agrees, in the name of the Hon'ble Sir John Shore, Baronet, Governor-General of the affairs of the said Company in India, to the following Articles:

ARTICLE 1.

The Nabob Vizier-ul-Momalik Ausuf Jah Behauder, having declared by the second Article of the said preliminary Engagement that he has pardoned the family of the Nabob Fyzoollah Khan, deceased, and their adherents, the faults which they have committed, the Hon'ble the English East India Company engage, pursuant to the said Article of the said Engagement, that the Nabob Vizier-ul-Momalik Ausuf Jah Behauder shall not give any trouble to the said family and their adherents, on account of any act committed by them prior to the 5th of Jemmadie-ul-Awul, 1209 Hegira.

ARTICLE 2.

The Nabob Vizier-ul-Momalik Ausuf Jah Behauder, having by the fourth Article of the said Engagement, declared that he will grant a jaghire, in the name of Nabob Ahmed Ally Khan Behauder, the grandson to the Nabob Fyzoollah Khan, deceased, and having, pursuant thereto, delivered into the hands of the said Nabob Ahmed Ally Khan Behauder a Sunnud or Deed of Grant, bearing his seal, and containing on the back thereof the names of the mehals, with the jumma of each, comprising the jaghire, and dated the 7th Jemmadie-el-Saany, 1209 Hegira, the said Company engage to guarantee the possessions of the said mehals to the said Nabob Ahmed Ally Khan Behauder, according to the conditions expressed in the said Sunnud, and free from demands on account of jowfeer.

ARTICLE 3.

It having been agreed in the fourth Article of the said Engagement that the Nabob Nussur Ulla Khan Behauder, son of the Nabob Abdoola Khan, deceased, shall be the guardian of the said Nabob Ahmed Ally Khan Behauder and the manager of the Jaghire, until the said Nabob Ahmed Ally Khan Behauder shall arrive at the age of twenty-one years; the said Company hereby agree to acknowledge this nomination, and to consider the seal of the said Nabob Nussur Ulla Khan Behauder, so long as he remains the guardian of the said Nabob Ahmed Ally Khan Behauder and the manager of the jaghire, as the seal of the said Nabob Ahmed Ally Khan Behauder.

ARTICLE 4.

It having been agreed in the third Article of the said Engagement that the treasure of the family of the Nabob Fyzoollah Khan, deceased, shall be deposited with the said Company, and the said Company having accordingly received the

sum of three lakhs and twenty-two thousand gold mohurs in deposit, which sum of three lakhs and twenty-two thousand gold mohurs has been paid to the Nabob Vizier-ul-Momalik Ausuf Jah Behauder as a nuzzeranah from the said Nabob Ahmed Ally Khan Behauder for the jaghire, and in lieu of all right of zubtee or confiscation of the property of the late Nabob Fyzoollah Khan and Mahomed Ally Khan, deceased, the Company agree that there shall be no further pecuniary demands among the parties concerned in these Engagements, on any account whatever, arising from them.

ARTICLE 5.

When the Nabob Ahmed Ally Khan Behauder shall arrive at the age of twenty-one years, the said Company agree that this Engagement of Guarantee shall remain in full force, and no new Engagement of Guarantee shall be necessary; and if (which God forbid) the Nabob Nussur Ulla Khan Behauder shall die, or, on any account, be removed from the office of guardian of the Nabob Ahmed Ally Khan Behauder and manager of his jaghire, the Nabob Vizier-ul-Momalik Ausuf Jah Behauder shall, with the advice of the said Company, select a person from among the tribe of Rohillas, and shall nominate such person to the said office.

ARTICLE 6.

The said Nabob Nussur Ulla Khan Behauder having entered into a kabooleat or engagement to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, bearing date the 7th of Jemmadie-ul-Saany, 1209 Hegira, on the part of the said Nabob Ahmed Ally Khan Behauder, the said Company agree to guarantee to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder the performance of the said kabooleat by the Nabob Nussur Ulla Khan Behauder, on the part of the said Nabob Ahmed Ally Khan Behauder, and will consider any deviation therefrom a breach of the allegiance and fidelity due from the said Nabob Ahmed Ally Khan Behauder to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder.

ARTICLE 7.

This Engagement being signed and sealed by the said George Frederick Cherry, on the part of the said Company, and ratified by the signature of the Honorable Sir John Shore, Baronet, Governor-General, and the seal of the said Company, in two counterparts; one counterpart thereof has been delivered to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, and the other to the said Nabob Nussur Ulla Khan Behauder. In like manner, the kabooleat or engagement mentioned in the sixth Article hereof, bearing the seal of the said Nabob Nussur Ulla Khan Behauder, being executed in two counterparts; one counterpart thereof has been delivered to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, and the other to the said George Frederick Cherry; and the Sunnud, bearing the seal of the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, specified in the second Article hereof, has been delivered to the Nabob Ahmed Ally Khan Behauder, of which a copy has been delivered to the said George Frederick Cherry, attested

by the seal of the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder as a true copy.

Done at Bareilly, this 7th day of Jemmadie-ul-Saany, 1209 Hegira, corresponding with the 13th of December 1794.

G. F. CHERRY,

Resident.

Ratified at Fort William, under the signature of the Hon'ble Sir John Shore, Baronet, Governor-General, and the seal of the Hon'ble the English East India Company, this 6th day of March 1795.

J. SHORE.

TRANSLATION of the KABOOLEAT OF ENGAGEMENT entered into by the NABOB AHMED ALLY KHAN BEHAUDER to the NABOB VIZIER-UL-MOMALIK AUSUF JAH BEHAUDER,—30th December 1794.

Whereas by a preliminary Engagement, dated the 5th Jemmadie-ul-Awul, 1209 Hegira, corresponding with the 29th November 1794 of the Christian era, and bearing the seals of the Nabob Vizier-ul-Momalik Ausuf Jah Behauder, of Mr. George Frederick Cherry, Resident at the Court of the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder on the part of the English East India Company, and of the Nabob Nussur Ulla Khan Behauder, on the part of the Rohilla tribe, a copy of which is annexed, certain stipulations were agreed to by the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder on one part, and by the said Rohilla tribe on the other; accordingly, I, the said Nussur Ulla Khan Behauder, being thereby nominated to be the guardian of the Nabob Ahmed Ally Khan Behauder and the manager of the jaghire therein mentioned, agree for myself as the guardian of the said Nabob Ahmed Ally Khan Behauder and as the manager of the jaghire, and for the said Nabob Ahmed Ally Khan Behauder as the jaghiredar, to the following Articles:

ARTICLE 1.

The Nabob Vizier-ul-Momalik Ausuf Jah Behauder having declared, by the second Article of the said preliminary Engagement, that he has pardoned the family of the Nabob Fyzoollah Khan, deceased, and their adherents, the faults which they have committed, I engage, pursuant to the said Article of the said Engagement, that there shall not be any trouble given to anyone of the said family or their adherents, on account of any act committed by them prior to the 5th Jemmadie-ul-Awul, 1209 Hegira.

ARTICLE 2.

The Nabob Vizier-ul-Momalik Ausuf Jah Behauder, having, by the fourth Article of the said Engagement, declared that he will grant a jaghire in the name of the Nabob Ahmed Ally Khan Behauder, the grandson to the Nabob Fyzoollah

Khan, deceased, and having, pursuant thereto, delivered into the hands of the said Nabob Ahmed Ally Khan Behauder a Sunnud or Deed of Grant, bearing his seal and containing on the back thereof the names of the mehals, with the jumma of each, composing the jaghire, and dated the 7th Jemmadie-ul-Saany, 1209 Hegira, I agree to educate the said Nabob Ahmed Ally Khan Behauder in the principles of true obedience and fidelity to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, and in conformity to the conditions expressed in the said Sunnud, that I will manage the jaghire according to those conditions, and that I will, to the best of my abilities, impress on the minds of all the Rohillas, and others subsisting on the produce of the said jaghire, gratitude to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder for his benevolence to them, and fidelity and allegiance to him, through their jaghiredar, the said Nabob Ahmed Ally Khan Behauder.

ARTICLE 3.

It having been agreed in the fourth Article of the said Engagement, that I, Nussur Ulla Khan, son of the Nabob Abdoola Khan, deceased, shall be the guardian of the said Nabob Ahmed Ally Khan Behauder, and the manager of the jaghire, until the said Nabob Ahmed Ally Khan Behauder shall arrive at the age of twenty-one years, I promise that, having in view the benefit of the Nabob Ahmed Ally Khan Behauder, I will execute this duty to the best of my abilities.

ARTICLE 4.

It having been agreed in the third Article of the said Engagement, that the treasure of the family of the Nabob Fyzoollah Khan, deceased, shall be deposited with the English East India Company, and the said Company having accordingly received the sum of three lakhs and twenty-two thousand gold mohurs in deposit, which sum has been paid to the Nabob Vizier-ul-Momalik Ausuf Jah Behauder, as a nuzzeranah from the Nabob Ahmed Ally Khan Behauder for the jaghire, and in lieu of all the rights of zubtee or confiscation of the property of the late Nabob Fyzoollah Khan and Mahomed Ally Khan, deceased, I agree that there shall be no further pecuniary demands among the parties concerned in these Engagements, on any account whatever, arising from them.

ARTICLE 5.

I promise that Golam Mahomed Khan shall not, at any time, reside in any place within the jaghire nor exercise any influence or authority in the management thereof, nor in the affairs of the said Nabob Ahmed Ally Khan Behauder.

ARTICLE 6.

I promise that the sum of one thousand five hundred Lucknow Sicca Rupees per month shall be paid to the said Company at Lucknow, beginning with the 1st of December 1794 Christian Era, or 6th of Jemmadie-ul-Awul, 1209 Hegira, from the produce of the Jaghire, for the support of the said Golam Mahomed Khan.

ARTICLE 7.

I promise that the sums undermentioned shall be paid monthly, at Rampore, to the sons, of the Nabob Fyzoollah Khan, deceased, as specified herein, for their support, from the beginning of the Fussellee year 1202—

Hossain Ally Khan	Sicca Rupees	2,000	0
Futteh Ally Khan	„	2,000	0
Nazim Ally Khan	„	2,000	0
Yacoob Ally Khan	„	1,666	10½
Cossim Ally Khan	„	1,666	10½
Curreem Ullah Khan	„	1,666	10½

ARTICLE 8.

When the Nabob Ahmed Ally Khan Behauder shall arrive at the age of twenty-one years, I agree that this kabooleat shall remain in full force, and no new kabooleat shall be necessary. And if (which God forbid) I shall die or on any account be removed from the office of guardian of the Nabob Ahmed Ally Khan Behauder, and manager of his jaghire, the Nabob Vizier-ul-Momalik Ausuf Jah Behauder shall, with the advice of the said Company, select a person from among the tribe of Rohillas, and shall nominate such person to the said office.

ARTICLE 9.

I agree that by virtue of an Engagement, dated the 7th Jemmadie-ul-Saany, 1209 Hegira, and bearing the seal and signature of the said George Frederick Cherry, on the part of the said Company, and ratified by the Honourable Sir John Shore, Baronet, Governor-General, in two counterparts, one counterpart whereof has been delivered to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, and the other I have received, the said Company are guarantee to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder for the performance of this Engagement or Kabooleat on the part of the Nabob Ahmed Ally Khan Behauder, of which I have affixed my seal to two counterparts, whereof one has been delivered to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, and the other to the said George Frederick Cherry, and to the said Nabob Ahmed Ally Khan Behauder, for the possession of the jaghire granted to him by the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, by virtue of the Sunnud mentioned in the second Article hereof, a copy of which the said George Frederick Cherry has received attested by the seal of the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder as a true copy.

Done at Bareilly, this 7th day of Jemmadie-ul-Saany, 1209 Hegira, corresponding with the 30th December 1794.

G. F. CHERRY.

Resident.

TRANSLATION of the DEED of ACKNOWLEDGMENT entered into by the NABOB VIZIER-UL-MOMALIK AUSUF JAH BEHAUDER, to the HONOURABLE the ENGLISH EAST INDIA COMPANY,—30th December 1794.

Whereas the Honourable the English East India Company have by an Engagement of Guarantee, dated the 7th Jemmadie-ul-Saany, 1209 Hegira, bearing the seal and signature of Mr. George Frederick Cherry, Resident at my Court, on the part of the said Company, and the signature of the Honourable Sir John Shore, Baronet, Governor-General of the affairs of the said Company in India, and the seal of the said Company, in two counterparts, of which I have received one and the other has been delivered to Nussur Ulla Khan Behauder, become guarantee to me for the full performance of the conditions contained in an Engagement or Kabooleat, dated the 7th Jemmadie-ul-Saany, 1209 Hegira, in two counterparts, under the seal of Nussur Ulla Khan Behauder, of which I have received one counterpart and the other has been delivered to the said George Frederick Cherry, and by the said Engagement of Guarantee the said Company have also become the guarantee to the Nabob Ahmed Ally Khan Behauder for the possession of the Mehals bestowed in jaghire by me to the said Nabob Ahmed Ally Khan Behauder, according to a Sunnud, bearing my seal, and dated the 7th Jemmadie-ul-Saany, 1209 Hegira, containing on the back thereof the names of the mehals, with the jumma of each, comprising the jaghire, free from demands on account of jowfeer, which Sunnud has been delivered into the hands of the said Nabob Ahmed Ally Khan Behauder, and a copy thereof, attested with my seal as a true copy, has been given to the said George Frederick Cherry, I accordingly hereby acknowledge, that I consent to the conditions contained in the said Engagement of Guarantee.

Done at Bareilly, the 7th Jemmadie-ul-Saany, 1209 Hegira.

G. F. CHERRY,
Resident.

TRANSLATION of the WAJIB-UL-ARZ delivered by NUSSUR ULLA KHAN, with the answers written to each question.

Received 30th December 1794.

Question 1.

The family of Golam Mahomed Khan will reside, for the present, in the house at Rampur; and when he shall send for them, let their departure, or stay, depend on the pleasure of the Begam.

Answer 1.

Golam Mahomed Khan will act as he pleases, with respect to the residence of his family.

Question 2.

Let no impediment be thrown in the way of the payments of the arrears to the Circar, debts, and tekarry, &c., which may be due from any one ryots, and those in the mehals, which are separated from the jaghire of the late Nabob; let a perwannah be given by the Presence to the Nazim of Bareilly, to cause these dues to be paid according to accounts.

Answer 2.

The jaghiredar has nothing to do with the arrears, debts, and tekarry of the Circar of Fyzoollah Khan, deceased, in those mehals which have been resumed.

Question 3.

Let those portions of land, the property of the Afghans, officers, &c., in the old jaghire, which were bestowed on them by Fyzoollah Khan, be confirmed and continued to them.

Answer 3.

This rests with the jaghiredar in the mehals of his jaghire.

Question 4.

Toolseram Khajanchee, who in consequence of the events of the times, went away and retired to Delhi, where the people belonging to Shaw Nizam-ud-Din and the Mahrattas molest him, and do not permit him to return; as the accounts of the Circar, those of the troops, and of the jaghire depend upon him, I hope that His Excellency will write to the Nazims of Delhi to prevent them from giving Toolseram molestation, that he may come here, and be replaced in his charge.

Answer 4.

The letter has been written by His Excellency.

Question 5.

Whatsoever property may have been forcibly seized by any one, at the time of the flight from Rampore, I hope an order may be issued by the Presence to the Nazim of Bareilly, to restore it to the proprietor on investigation.

Answer 5.

An answer, founded on justice, will be given by the Presence to whoever shall apply for his property and effects

Question 6.

The Circar chucks, which were purchased by Fyzoollah Khan from Rajah

Answer 6.

Whatever are situated in and belong to the mehals of the jaghire,

Khanmul, deceased, and have to this time been possessed by him, I now hope that an order may be issued to the Nazim of Bareilly to release them.

are released by His Excellency's Sunnud.

Question 7.

There are several places, lands, and chucks of villages, purchased by Sunnoo Khan, Golam Ally-ud-Deen Khan, &c., and other Afghans, which are exempt from the revenue of the Circar lands, and have been possessed by those persons, until they went to the foot of the hills; I hope that a perwannah of exemption will now be issued to the Nazim of Bareilly.

Answer 7.

The jaghiredar possesses the power of this Article in the mehals belonging to his jaghire.

Question 8.

I hope an order may be issued to the Nazim of Bareilly, relative to those who may reside in the villages belonging to the Vizier, and may commit robberies in the jaghire of Ahmed Ally Khan, and that the perwannah may be to this effect: "On investigation to punish the thieves, and to return the stolen property to the inhabitants of the jaghire".

Answer 8.

In this respect, whatever was the custom during the time of Fyzoollah Khan, will now be adhered to.

Question 9.

Let the duties receivable on the merchandize of the Afghans be continued as they were formerly, and let not the custom-house officers of the Circar demand more.

Answer 9.

The rule observed during the time of Fyzoollah Khan, in this respect, will now be adhered to.

Question 10.

During the time of Fyzoollah Khan, the concerns Dad-o-situd of the time of Haffiz Ramut, be they with whom they will, were stopped by the Vizier, so that no one could be molested on account of old concerns; now also, should any one apply to the Presence in this respect, let them not be listened to.

Answer 10.

The former custom in this respect is continued.

Question 11.	*Answer 11.*
The village Sahebgunge, in pergunnah Huzrutnagon, exempt from revenue, was bestowed in jaghire by Fyzoollah Khan on Sahet Roy, deceased: I hope that a perwannah may now be granted, continuing this village free.	If this village comes within the mehals of the jaghire, it rests with the jaghiredar.

Dated the 30th December 1794, or 7th Jemmadie-ul-Saany, 1209 Hegira.

G. F. Cherry,
Resident.

No. VI.

Translation of the Agreement entered into by Nawab Mohumud Syeed Khan,—21st August 1840.

Agreeably to the order of the Governor-General, the Government of Rampore having devolved upon me, I therefore declare that all matters connected with my rule shall be conducted with a view to maintain justice; that all the Puthans and dependants shall live and be supported in the same way as hitherto, and by my conduct towards them I will enable them to live in peace and happiness; and with respect to the allowances of the family and the rest of my relatives, the same line of conduct shall be followed as has always been the case, and nothing shall be altered from my friendly and affectionate feelings towards the daughter and widow of the late Nawab Ahmed Ally Khan, on whom I settle the following allowances separately:—

On the daughter of the late Nawab . . .	Co.'s Rs.	1,000	per mensem.
On Sahib Mihil	"	400	"
On Momtaj Mihil	"	400	"
On Chumdrani	"	300	"
On Dhenree Bala Khaneh	"	300	"
On the Dharee Khand	"	3 0	"
On the mother of Saeed Ally Khan, a deceased son of the late Nawab	"	200	"
On the mother of the daughter of the late Nawab .	"		"
On Kulloo Khanum	"	60	"
On Methoo Khanum	"	50	"
On Mud Muttee	"	50	"
On four women singers	"	50	"

Nawab Syeed Mohumud Khan.

Francis Robinson,
Officiating Agent.

Commissioner's Office;
Rohilcund Division,
Rampore,
21st August 1840.

No. VII.

TRANSLATION of AGREEMENT, entered into by NAWAB MAHOMED YOOSUF ALEE KHAN,—10th April 1855.

Since I have been appointed by sanction of the Honourable the Lieutenant-Governor, North-Western Provinces, successor to Nawab Mohumud Syeed Khan in the jaghire of Rampore, I hereby agree and attest by my seal that I will administer the affairs of the jaghire with justice and equity; that I will govern the Puthans with consideration; that I will continue all the stipends sanctioned from the time of the Nawab Ahmed Ali Khan, and entered in previous Agreements; and that I will provide for the proper maintenance of all the family and dependants of my deceased father, Nawab Mohumud Syeed Khan.

R. ALEXANDER,
Agent, Lieutenant-Governor.

AGENCY DEPARTMENT;
COMMISSIONER'S OFFICE,
ROHILCUND DIVISION,
BAREILLY,
The 10th April 1855.

No. VIII.

TRANSLATION of a SUNNUD for certain villages granted by the VICEROY and GOVERNOR-GENERAL to the NAWAB of RAMPORE,—dated 23rd June 1860.

Whereas Furzund Dil Pizeer * Nawab Mohumud Yoosuf Ali Khan Bahadoor, Nawab of Rampore, exhibited, from the commencement of the rebellion to the end, his unswerving loyalty to the British Government by affording personal and pecuniary aid, protecting the lives of Christians and rendering other good services, to the satisfaction of Government, the Nawab has already been thanked, a khillut of distinction has been conferred upon him, the number of his salute guns has been increased, and an addition has been made to his title. In further recognition of his services, the Government hereby bestows upon him the villages in Bareilly and Moradabad, as per separate schedules, assessed at Rs. 1,28,527-4-0, in perpetuity from generation to generation. The above villages are now annexed to the old territory of the Nawab on the same conditions as those on which he holds that territory.

* This title was altered in 1873 to Furzund-i-dil-puzeer-i-Dowlut Inglishia.

List of Villages situated in Bareilly.

No.	Pergunnah.	Names of Mouzahs.	Names of Lumberdars.	Jumma.		
				Rs.	A.	P.
1	Chowmehla .	Pipureea, 2 puttees .	Moonshee Madho Singh and Doree Loll.	286	0	0
2	" .	Bheekhumpoor . .	Horee Loll	225	0	0
				511	0	0
3	Sirsanwan .	Rusoolpoor . .	Myzoolla Khan . . .	791	0	0
4	" .	Aourung Nugur .	Noormahomed, &c. . .	789	0	0
5	" .	Nursooa . . .	Khoob Chund, &c. . .	461	0	0
6	" .	Kursoula . . .	Sulloo Khan, &c.. . .	959	0	0
7	" .	Kursoulee . .	Mustuffa Khan . . .	559	0	0
8	" .	Oodunpoor . .	Neaz Ulee Khan . . .	1,106	0	0
9	" .	Pipureea . . .	Madar Bux, &c. . . .	815	0	0
10	" .	Kunukpoor . .	Khoob Chand, &c. . .	2,242	0	0
11	" .	Eshurpoor Gopalpoor	Gungaram	466	0	0
12	" .	Uhrow . . .	Chetram	2,057	0	0
13	" .	Sisonena . . .	Mahomed Ahmed Khan .	690	0	0
14	" .	Bholapoor. . .	Mustuffa Khan . . .	318	0	0
15	" .	Munsoorpoor . .	Ghool Khan . . .	517	0	0
16	" .	Dhimree . . .	Mahomed Shufaet Alee Khan	769	0	0
17	" .	Chundpoorah . .	Ditto ditto .	1,145	0	0
18	" .	Rustumpoor . .	Government . . .	775	0	0
19	" .	Goolamgunge . .	Ramdyal, &c. . . .	677	0	0
20	" .	Gudenea . . .	Tujmul Hossein Khan . .	1,372	0	0
21	" .	Burehpooruh . .	Dhurneedhur, &c. . .	472	0	0
22	" .	Kuzeeapoor . .	Zoukeeram . . .	813	0	0
23	" .	Hursoo Nuglah . .	Totaram	823	0	0
				18,616	0	0
24	Ajaon . .	Keeoulpoor . .	Nethram, &c. . . .	400	0	0
25	" . .	Chainpoor oorf Cheeha	Khoob Chund, &c. . .	1,200	0	0
26	" . .	Modowna . . .	Toolaheeram . . .	1,250	0	0
27	" . .	Hoormutpoor 3 puttees	Kulloo, &c.. . . .	1,196	0	0
28	" . .	Puttee Busuntpoor .	Dalchund, &c. . . .	525	0	0
29	" . .	Hunoo Nagur . .	Bucktour Singh . . .	850	0	0
30	" . .	Tomureea . .	Deveedoss	300	0	0
31	" . .	Pajawa . . .	Kewulram, &c. . . .	531	0	0
32	" . .	Hinga Nugla . .	Ahmed Yar Khan . .	900	0	0
33	" . .	Woodypoor . .	Wuzeer Alee . . .	650	0	0
34	" . .	Meodee Khoord .	Bhaesing, &c. . . .	720	0	0
35	" . .	Jooai . . .	Ditto . . .	1,040	0	0
36	" . .	Kuga Nugla . .	Mohon Loll. . . .	600	0	0
37	" . .	Junoo Nagur . .	Choonee Loll, &c. . .	950	0	0
38	" . .	Sobhag Nugla . .	Rutehram	678	0	0
39	" . .	Gujroura . . .	Dhurneedhur . . .	600	0	0
40	" . .	Mobarukpur . .	Zoukeeram . . .	2,350	0	0
41	" . .	Khanpoor . .	Pateeram	1,000	0	0
42	" . .	Nepunna . . .	Bood Hossein, &c. . .	1,900	0	0
43	" . .	Nurkherah . .	Zoukeeram, &c. . . .	1,800	0	0
44	" . .	Lukmeepoor Bheeka .	Pateeram, &c. . . .	650	0	0
45	" . .	Pipureea Raisada .	Mahomed Iltaf Alee . .	900	0	0
46	" . .	Mudhu Nugla . .	Zoukeeram . . .	1,000	0	0
47	" . .	Gudeyea . . .	Khosal Rai . . .	567	0	0
48	" . .	Sonar Khera . .	Ahmed Yar Khan . .	434	0	0
49	" . .	Bandundia . .	Thacoordoss, &c. . .	1,400	0	0

List of Villages situated in Bareilly—contd.

No.	Pergunnah.	Names of Mouzahs.	Names of Lumberdars.	Jumma. Rs.	A.	P.
50	Ajaon . .	Semra . . .	Hurreeram, &c.	821	0	0
51	„ . .	Dhulia .	Govindram, &c. . . .	1,000	0	0
52	„ . .	Megha Ungla, 4 puttees	Thacoordass . .	700	0	0
53	„ . .	Lodheepoor . .	Ahmed Yar Khan . .	550	0	0
54	„ . .	Jugdeespoor . .	Govindram, &c. . . .	330	0	0
55	„ . .	Seharee . . .	Sobharam	2,800	0	0
56	„ . .	Hurdua . . .	Ootum Chand, &c. . .	1,300	0	0
57	„ . .	Bhourkha . .	Golam Hossein . .	1,501	0	0
58	„ . .	Bhourkhee . .	Mahomed Illtaf Alee . .	840	0	0
59	„ . .	Mujheanah . .	Golam Nasir Khan . .	1,323	0	0
60	„ . .	Selehee oorf Buragaon	Mahomed Illtaf Alee Khan .	2,685	0	0
61	„ . .	Deoree Khoord . .	Choonee Loll, &c. . .	400	0	0
62	„ . .	Kupnehree . .	Muhsun Alee Khan . .	1,166	0	0
63	„ . .	Hurdoopoor . .	Govindram, &c. . . .	800	0	0
64	„ . .	Rajpaoruh . .	Rajaram	850	0	0
65	„ . .	Gooluree Bhat . .	Motee Loll, &c. . . .	475	0	0
66	„ . .	Akonn'da . . .	Fuzul Imam . . .	845	0	0
67	„ . .	Johra . . .	Khem Sing . . .	1,400	0	0
68	„ . .	Buboora . . .	Debeedoss, &c. . . .	865	0	0
69	„ . .	Rithora . . .	Choonee Loll, &c. . .	1,401	0	0
70	„ . .	Ehmee . . .	Buldeo Sing . . .	1,400	0	0
71	„ . .	Guhlooeah . .	Fukeer Mahomed Khan .	750	0	0
72	„ . .	Jugutpoor. . .	Dhurneedhur, &c. . .	672	0	0
73	„ . .	Himutgunj . .	Kullun Chund . .	400	0	0
74	„ . .	Inaetpoor . .	Kulleean Sing . .	600	0	0
75	„ . .	Bhojoopooruh . .	Dwarkadoss . . .	1,455	0	0
76	„ . .	Doohuree Boozoarg .	Dhurneedhur . . .	610	0	0
77	„ . .	Kulleanpur . .	Ditto	1,050	0	0
78	„ . .	Bulbhudurpoor . .	Nundram	500	0	0
79	„ . .	Sirsa . . .	Shewdyal, &c. . . .	625	0	0
80	„ . .	Cheohoulee . .	Mussammat Saleb Begum .	452	0	0
81	„ . .	Poorenia . . .	Shaik Golam Hossein . .	1,185	0	0
82	„ . .	Bukenia Bhat . .	Chut or Bhooj, &c. . .	835	0	0
83	„ . .	Shampoor . .	Hera Loll	701	0	0
84	„ . .	Gungapoor . .	Peareh Loll . . .	611	0	0
85	„ . .	Singra . . .	Heirs of Golam Moheeood-deen.	1,336	0	0
86	„ . .	Khata . . .	Chetram	1,181	0	0
87	„ . .	Lukmeepoor Bishna .	Chote Loll, &c. . . .	929	0	0
88	„ . .	Pusoopooruh . .	Chutoor Bhooj, &c. . .	522	0	0
89	„ . .	Aujunkhera . .	Dhurneedhur . . .	713	0	0
90	„ . .	Bukenia Jugurnathpoor	Mussammat Roop Koor Bishen Koor.	1,160	0	0
91	„ . .	Mainee . . .	Dhurneedhur . . .	845	0	0
92	„ . .	Zumapoor . .	Mahomed Hossein Khan .	275	0	0
93	„ . .	Dhuneae . . .	Joahir Sing, &c. . . .	1,600	0	0
94	„ . .	Adpoor . . .	Jai Sing	321	0	0
95	„ . .	Beta . . .	Ahmed Bux, &c.. . .	725	0	0
96	„ . .	Surra . .	Joymul Futteh . . .	1,224	0	0
97	„ . .	Newadea . . .	Khoob Chund, &c. . .	850	0	0
98	„ . .	Dhurmoopooruh .	Oodeyram, &c. . . .	1,246	0	0
99	„ . .	Bhysoree . . .	Illtaf Alee Khan . . .	2,410	0	0
100	„ . .	Niscee . . .	Oogersen	875	0	0
101	„ . .	Tirha . . .	Khoorshed Begum . .	1,708	0	0
				76,209	0	0

List of Villages situated in Bareilly—concld.

No.	Pergunnah.	Names of Mouzahs.	Names of Lumberdars.	Jumma. Rs.	A.	P.
102	Sirouleo, North.	Jalib Nagla . .	Doree Loll	628	0	0
103	„ .	Mahomedpoor . .	Rai Sing, &c.	620	0	0
104	„ .	Dhunelee . . .	Sultan Hossein . . .	1,100	0	0
105	„ .	Jutpoorah . .	Sadhoram	400	0	0
106	„ .	Dobaut	Rai Sing, &c.	476	0	0
107	„ .	Kirpeea hupûh . .	Iltaf Alee Khan . . .	518	0	0
108	„ .	Kirpea Pandey . .	Chotee Loll.	783	0	0
109	„ .	Bhoputpoor . .	Musat. Jhuna	825	0	0
110	„ .	Gungapoor . .	Bunseedhur	1,125	0	0
111	„ .	Keorar, 4 puttees .	Shibdut, &c.	650	0	0
				7,125	0	0
112	Sirouleo, South.	Nubeegunj . .	Hazaree Mull, &c. . . .	805	0	0
113	„ .	Sobawa	Roop Sing	565	0	0
114	„ .	Sewchait	Doorgapershad	474	0	0
115	„ .	Tajpoor	Deo Sing	80	0	0
116	„ .	Zanda	Hakim Saadut Ali Khan .	763	0	0
117	„ .	Chukurpoor, 4 puttees	Dhun Sing, &c. . . .	1,019	0	0
118	„ .	Nundgaon. . . .	Doorgapershad	199	0	0
119	„ .	Oouchegaon . .	Ditto	951	0	0
120	„ .	Bhoputraipoor . .	Nowbut Sing	933	0	0
121	„ .	Lodheepoor . .	Ditto	513	0	0
122	„ .	Mudkur	Ditto	1,119	0	0
123	„ .	Kundelee Asudpoor .	Joykissendoss	1,091	0	0
124	„ .	Pipureea Beerpoor .	Balkissen	662	0	0
125	„ .	Gainee	Shibdutt	923	0	0
126	„ .	Purota Bhuggee .	Nowbut Sing	728	0	0
127	„ .	Gaiboolapoor . .	Doorgapershad	292	0	0
128	„ .	Unweh Meerpoor Mirzapoor.	Lutchmun Sing	1,192	0	0
129	„ .	Bhourkha Bhourkee .	Pertab Sing	741	0	0
130	„ .	Osee Berahimpoor .	Foonda, &c.	1,073	0	0
131	„ .	Mamoorpoor . .	Moona Sing	580	0	0
132	„ .	Gharmupoor . .	Nuthoo	400	0	0
133	„ .	Nivundpoor . .	Alee Bux Khan	1,100	0	0
				16,697	0	0
			TOTAL .	1,19,158	0	0

List of Villages situated in the District of Moradabad.

No.	Pergunnah.	Names of Mouzahs.	Names of Lumberdars.	Jumma. Rs.	A.	P.
1	Moradabad .	Badleedan, corf Badlee Tandah.	Nawab Kulbulee Khan .	3,939	0	0
2	„ .	Kesho Nuglee . .	Ditto	570	0	0
3	„ .	Bhacopoorah . .	Musst. Koodrutoonissah .	780	0	0
4	„ .	Chuk Keendesree .	Buttun Singh	145	0	0

List of Villages situated in the District of Moradabad—contd.

No.	Pergunnah.	Names of Mouzahs.	Names of Lumberdars.	Jumma.		
				Rs.	A.	P.
5	Moradabad .	Chuk Koondeerah .	Casee Abbas . . .	97	0	0
6	" .	Chuk Girdha . .	Zubburbeg and others . .	401	0	0
7	" .	Khanpoor Milluk .	Koolbooddeen . . .	374	0	0
8	" .	Pursoopoorah Naik .	Teenna Singh . . .	938	0	0
9	" .	Chuk Ladpoor . .	Hursahai	319	0	0
10	" .	Chuk Surukthul. .	Jwaladut	374	0	0
11	" .	Surukthul . .	Ditto	540	0	0
12	" .	Mhowa Kherah . .	Furzund Aleo . . .	614	0	0
13	" .	Dhukpoorah . .	Musst. Izzutoonissah . .	288	4	0
			TOTAL .	9,369	4	0

TRANSLATION of a KHUREETA addressed by HIS HIGHNESS the NAWAB MAHOMED YOOSUF ALI KHAN of RAMPORE to the HONOURABLE the LIEUTENANT-GOVERNOR of the N.-W. PROVINCES.

After paying the usual compliments, acknowledges receipt of the Honourable the Lieutenant-Governor's letter regarding a petition presented to the Government of India by Chowbey Girdharee Lall and other zemindars of the villages conferred in reward on His Highness in the districts of Moradabad and Bareilly, in which they pray that on the expiration of the present settlement, their proprietary rights may be maintained; and with reference to the confident hope expressed by the Lieutenant-Governor that he (the Nawab) will not fail to consider the rightful claims of the petitioners, begs to assure His Honour that if it please the Almighty the rights of these zemindars as well as those of others in the same situation, will be duly respected and regarded inasmuch as he has made it a point of his administration to govern his subjects by the recognized principles of equity and justice which obtain under the British rule.

No. IX.

ADOPTION SUNNUD granted to NAWAB MOHAMED YOOSUF ALI KHAN, of RAMPORE,—11th March 1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and

that the representation and dignity of their houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, any succession to the Government of your State which may be legitimate according to Mahomedan law will be upheld.

Be assured that nothing shall disturb the Engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

CANNING.

11th March 1862.

No. X.

ABSTRACT TRANSLATION of a KHUT from HIS HIGHNESS NAWAB YOOSUF ALI KHAN, K.S.I.,—dated the 22nd March 1864.

I understand that you have expressed a desire to rectify the mistakes that have occurred in the assignment to me by Government of certain villages in reward. I have much pleasure in intimating my willingness to comply with your wishes in the matter of the transfer of the villages of Pipurea and Chuckerpore, assessed respectively at Rupees 662 and 1,019, situated within British territory, as desired by Government, on the following conditions :—

1st.—That I continue in possession of them as Maafedar.

2nd.—That they be subject to the Civil, Criminal, and Revenue Regulations in force in British territory.

As regards your proposal to the exchange of Mouzahs Pipurea and Chuckerpore (in Serowlee), assessed at Rupees 140 and 232, in lieu of Pipurea, assessed at Rupees 286 and Bhikunpore at Rupees 225, in Pergunnah Chowmehla, I beg to inform you that I accept the exchange, confident that you have well considered the necessity for this arrangement.

No. XI.

TRANSLATION of a KHUT from HIS HIGHNESS NAWAB YOOSUF ALI KHAN BAHADOOR of RAMPUR, K.S.I.,—dated the 7th June 1864.

Your kind letter, with enclosures, dated 5th instant, relative to land required free of cost for the railway line that may pass through my territory, has been duly received by me, and I beg to acquaint you in reply, that as I consider myself bound in appreciation of the favors conferred on me by Her Majesty's Government, to comply with the wishes of His Excellency the Viceroy and Governor-General of India, I have no objection to make over the land for the purpose required

No. XII.

TRANSLATION of a KHUT from HIS HIGHNESS the NAWAB YOOSUF ALI KHAN BAHADOOR, K.S.I.,—dated the 23rd December 1864.

I have much pleasure in acknowledging receipt of your communication, dated 16th December 1864, with its enclosures, from the Government, North-Western Provinces, No. 222-A., dated 1st October 1864, enquiring whether the land required for railway purposes from this State is to be given up to Government in full sovereignty, and whether, after the completion of the line, the goods in transit through my territory will be subject to any duty.

In reply, I beg to inform you that I have no hesitation in giving up the land in full sovereignty to the British Government. As regards the levy of duty on goods passing through my territory, I beg to state that Government in orders, No. , dated 15th April 1845, to the address of the Board, and to the Agent, Lieutenant-Governor, Rohilcund, No. 9, dated 8th May 1845, ruled that the 5,000 maunds of salt and 20 maunds of opium annually obtained by me from Oudh and elsewhere for consumption, should be exempted from duty on its transit to Rampore. Under these circumstances, all traffic that passes through my territory will be similarly exempted from duty; but if goods are exposed for sale in the market, they will be subject to the usual duty.

No. XIII.

TRANSLATION of the AGREEMENT entered into by NAWAB MAHOMED KULB ALI KHAN BAHADOOR, of RAMPORE, dated the 15th Ramzan 1828, Higree, corresponding with 10th June 1865 A.D.

Since I have been appointed, by sanction of the Hon'ble the Lieutenant-Governor, North-Western Provinces, as the representative of Her Most Gracious Majesty Queen Victoria, successor to Nawab Mohamed Yoosuf Ali Khan, K.S.I., in the jaghire of Rampore, I hereby agree and attest by my seal that I will administer the affairs of the jaghire with justice and equity: that I will govern the Afghans with consideration; that I will continue all the stipends sanctioned from the time of the Nawab Ahmed Ali Khan, and entered in previous agreements; and that I will provide for the maintenance of all the family and dependants of my deceased father, Nawab Mahomed Yoosuf Ali Khan Bahadoor.

No. XIV.

TRANSLATION of the AGREEMENT entered into by NAWAB MAHOMED MUSHTAK ALI KHAN BAHADOOR, of RAMPUR, dated the 29th Jamadi-ul-Sani 1304, Hijri, corresponding with 25th March 1887 A.D.

Whereas at the suggestion of His Honour the Lieutenant-Governor, North-Western Provinces, and by the sanction of His Excellency the Viceroy and Governor-General of India on behalf of the Government of Her Majesty the Empress of India, I have been, after the death of Mahomed Kalab Ali Khan Bahadur,

made the ruler of the whole State of Rampur, I do hereby agree and put on record, that I will conduct the affairs of the old jagir and the new elaka (forming part of the State) with justice and equity; that I will treat with consideration the Afghans and other dependants of the State; that I will continue the stipends of the members of the family which have been granted from the time of Nawab Ahmad Ali Khan to that of Nawab Mahomed Kalab Ali Khan, and are entered in the former agreements; and that I will watch over the honour of the family dependants of Mahomed Said Khan, Yusuff Ali Khan, and Nawab Mahomed Kalab Ali Khan Bahadur.

MAHOMED MUSHTAK ALI KHAN BAHADUR.

No. XV.

AGREEMENT entered into by NAWAB HAMID ALI KHAN BAHADUR of RAMPUR, dated the 1st June 1896.

Since I have been appointed by the sanction of His Excellency the Viceroy and Governor-General of India in Council as the representative of Her Most Gracious Majesty Queen Victoria, Empress of India, to succeed my father, Nawab Mushtak Ali Khan, as ruler of the jagir of Rampur, I hereby agree and attest by my seal that I will administer the affairs of the jagir with justice and equity; that I will govern the Afghans with consideration; that I will continue all the stipends and pensions sanctioned by my predecessors or by the Lieutenant-Governor of the North-Western Provinces at the instance of the Council of Regency which was appointed during my minority; and that I will provide for the maintenance of all the family and dependants of my deceased father and grandfather.

RAMPUR;
June 1st, 1896.

HAMID ALI KHAN,
Nawab of Rampur

No. XVI.

AGREEMENT entered into between HIS EXCELLENCY the GOVERNOR-GENERAL of INDIA and HIS HIGHNESS the NAWAB of RAMPUR,—1899.

Whereas His Highness Nawab Muhammad Hamid Ali Khan Bahadur, Farzand Dilpizir Daulat Englishia, Nawab of Rampur, maintains a force of Imperial Service Troops for the purpose of co-operating, if need be, in the defence of the British Empire, and

Whereas it is necessary that the Imperial Service Troops of the Rampur State when associated with troops of the British Army, should be under the orders of the Officer Commanding the combined forces, and subject to the like discipline and control as the officers and soldiers of Her Majesty's Indian Army, and

Whereas it is not the wish or intention of the Government of India that a British officer should be appointed to command any corps of Imperial Service Troops, though British officers are employed in order to instruct and inspect the said troops,

It is hereby agreed between the Governor-General of India of the one part and His Highness Nawab Muhammad Hamid Ali Khan Bahadur, Farzand Dilpizir Daulat Englishia, Nawab of Rampur, of the other, as follows, namely—

1. Whenever the said troops or any portion thereof are moved beyond the frontier of the said State, they shall be attached to the command and under the orders of the Officer Commanding the District, Contingent or Force in which they are employed and such officer shall, by virtue of this agreement, be authorised to administer in respect to the said troops so serving, the military laws and regulations to which they are subject under the laws of the said State, and for that purpose and for the due preservation of discipline among the same, to convene all such courts, and to issue all such orders, and to pass all such judgments and sentences, and generally to exercise all such authority as may be lawfully convened, issued, passed and exercised by the authorities of the Rampur State, when the said troops are serving within the territorial limits of the said State: Provided always that the execution of every sentence so passed in British territory shall be carried out under the orders of His Highness Nawab Muhammad Hamid Ali Khan Bahadur, Farzand Dilpizir Daulat Englishia, Nawab of Rampur, or of some persons to whom the requisite authority has been delegated by him.

2. In order further to ensure efficiency of the said Imperial Service Troops, and the maintenance of discipline among them when serving along with Her Majesty's forces, the said His Highness Nawab Muhammad Hamid Ali Khan Bahadur, Farzand Dilpizir Daulat Englishia, Nawab of Rampur, has embodied in the disciplinary law of his State, applicable to the said Imperial Service Troops when employed on active service either within or without British India, the provisions, *mutatis mutandis*, of the Indian Articles of War for the time being in force. The due application and enforcement of the said provisions in respect of the Imperial Service Troops aforesaid shall be carried out under the authority of the Officer Commanding the District, Contingent or Force aforesaid.

RAMPUR;
Dated the 16th March 1899.

HAMID ALI KHAN,
Nawab of Rampur.

A. W. CRUICKSHANK,
Commissioner, Rohilkhand Division,
and Agent, Lieutenant-Governor,
North-Western Provinces for Rampur.

Approved and confirmed by the Government of India.

By order,
H. S. BARNES,
Secretary to the Government of India,
Foreign Department.

SIMLA;
The 7th May 1901.

No. XVII.

AGREEMENT entered into by HIS HIGHNESS the NAWAB of RAMPUR, dated the 13th September 1899.

I, Nawab Mohamed Hamid Ali Khan, Bahadur, Farzand Dilpizir Daulat Englishia, Nawab of Rampur State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State, which are, or may hereafter be, occupied by the Bareilly-Rampur-Moradabad Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

HAMID ALI KHAN,
Nawab of Rampur.

The 13th September 1899.

MOHAMED ISHAK KHAN.

H. Z. DARRAH,
Offg. Commissioner, Rohilkhand Division,
and Agent to the Lieutenant-Governor,
North-Western Provinces, for Rampur.

No. XVIII.

SUNNUD granted to the RAJAH of GURHWAL under the seal and signature of the GOVERNOR-GENERAL,—dated 4th March 1820.

Whereas the Provinces heretofore forming the Raj of Gurhwal have come into the possession of the British Government; and whereas Rajah Soodersun Sah, a descendant of the ancient Rajah of that country, has evinced his zeal and attachment to the British Government, the Governor-General in Council has conferred on Soodersun Sah, his heirs and successors, in perpetuity on the conditions hereinafter expressed, the whole of the Territory of Gurhwal, with the following exceptions, that is to say, *1st.*—The districts situated to the eastward of the River Alikanunda, and to the eastward of the River Mundagunnee, above its confluence with the aforementioned river. *2ndly.*—The Deyrah Dhoon. *3rdly.*—The Pergunnah of Raeen Gurh. It will be the duty of the Rajah to make such settlement of the country now conferred upon him as shall be calculated to promote the happiness and welfare of the inhabitants, and to govern his subjects with justice and to collect the revenues which he will appropriate to his own use. He is further required to prohibit and prevent the traffic in slaves, which is forbidden by the Regulations of the British Government. Whenever the British Government shall have occasion to require from the Rajah assistance in Begaurs, or supplies for the use of its troops, the Rajah is to provide the same to the extent of his ability, to afford every facility to the subjects of the British Government and others trading in his territory, or with the countries beyond it, and is at all times to conform to the directions of the British Government and its officers. The Rajah is not to alienate or mortgage any part of his possessions without the knowledge and consent of the British Government. While these conditions shall be faithfully observed, the British Government will guarantee the Rajah and his posterity in the secure possession of the country now conferred upon him and will defend him against his enemies.

The 4th March 1820.

No. XIX.

* SANAD granted to RAJAH SOODERSUN SAH, RAJAH of GURHWAL, under the seal and signature of the GOVERNOR-GENERAL, No. 4, dated the 10th December 1824, A.D. (Registered by Andrew Sterling, Esq., Persian Secretary to Government),—1824.

Be it known to the Chaudhris, Qanungos and Zemindars of Raj Gurhwal!

Whereas the Provinces heretofore forming the Raj of Gurhwal have come into the possession of the British Government and whereas Raja Soodersun Sah, a

* The *Sanad*, dated 4th March 1820, was recalled from Rajah Soodersun Sah, Rajah of Gurhwal, and this *Sanad* issued to the said Rajah, instead.

descendant of the ancient Rajah of that country, has evinced his zeal and attachment to the British Government, the Governor-General in Council has conferred on Soodersun Sah, his heirs and successors in perpetuity, on the conditions hereinafter expressed, the whole of the territory of Gurhwal with the following exceptions, that is to say: 1st.—The pergunnahs situated to the eastward of the river Aliknundan as well as the pergunnah of Nagpoor situated to the westward of the said river. 2nd.—The district of Dehra Doon. It will be the duty of the Rajah to make such settlement of the country now conferred upon him as shall be calculated to promote the happiness and welfare of the inhabitants, and to govern his subjects with justice and to collect the Revenues which he will appropriate to his own use. He is further required to prohibit and prevent the traffic in slaves which is forbidden by the Regulations of the British Government. Whenever the British Government shall have occasion to require from the Rajah assistance in *Begaurs* or supplies for the use of its troops, the Rajah is to provide the same to the extent of his ability, to afford every facility to the subjects of the British Government and others trading in his territory, or with the countries beyond it, and is at all times to conform to the directions of the British Government and its officers. The Rajah is not to alienate or mortgage any part of his possessions without the knowledge and consent of the British Government. While these conditions shall be faithfully observed, the British Government will guarantee the Rajah and his posterity in the secure possession of the country now conferred upon him and will defend him against his enemies.

No. XX.

TRANSLATION of a SUNNUD granting the TERRITORY of GARHWAL to RAJAH BHOWAN SINGH,—dated 6th September 1859.

Be it known to the chowdhories, canongoes and zemindars of the Garhwal Ilaqa, that the Chief of Garhwal having died, leaving no legitimate issue, the above territory has lapsed to the Government, with proprietary rights therein, but in consideration of the firm attachment and steady friendship of the late Rajah, and the valuable services which he rendered in 1857, the Government has resolved to confer upon Bhowan Singh, son of the deceased, and the heirs male of his body lawfully begotten, the Territory of Garhwal which was in the possession of the late Rajah. I therefore do hereby grant to Bhowan Singh and the heirs male of his body lawfully begotten, the title of Rajah, and the State of Garhwal.

Be it also known that British subjects, both Native and European, shall have free access into the Rajah's territories for commerce or otherwise; that they shall receive the same consideration and protection as the subjects of the Rajah; that the Government shall have power to make roads through the Garhwal Territory, and that this grant has been made on condition of good behaviour and of service, military and political, in time of danger and disturbance.

No. XXI.

ADOPTION SUNNUD granted to RAJAH BHOWAN SING, of GARHWAL,—11th March 1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India, who now govern their own territories, should be perpetuated, and that the representation and dignity of their houses should be continued, in fulfilment of this desire this Sunnud is given to you to convey to you the assurance, that on failure of natural heirs the British Government will recognize and confirm any adoption of a successor made by yourself or by any future Chief of your State that may be in accordance with Hindoo law and the customs of your race.

Be assured that nothing shall disturb the Engagement thus made to you so long as your house is loyal to the Crown, and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

CANNING.

Dated 11th March 1862.

No. XXII.

AGREEMENT for the lease to the BRITISH GOVERNMENT of the forests in the territory of RAJAH BHOWANY SHAH, CHIEF of GARHWAL, for 20 years, from 1st May 1864 to 30th April 1884 A.D., entered into by RAJAH BHOWANY SHAH and LIEUTENANT-COLONEL H. RAMSAY, COMMISSIONER on behalf of GOVERNMENT,—dated 2nd October 1865.

The conditions of this lease, which shall be equally binding on the Rajah and the said Government, are set forth in the following paragraphs :—

1st.—The Rajah Bhowany Shah hereby makes over in lease to the British Government all the forests of his territory, and declares that all his right, title and interest in the timber and trees standing or felled lying within his said territory, is hereby transferred to the said Government, and the said Government is competent to appoint a Conservator with the requisite establishment for the protection of those forests.

2nd.—The said Government is authorized to take steps for the more complete conservation of any portion of the Deodar Forest comprised within the forests hereby leased to it, and may prohibit the grazing of cattle, or opening of thoroughfares therein, but so that no person is thereby made to suffer loss within such portion of forest, and the said Government may, from time to time, issue such orders as it may think proper for the more effectual protection of the trees.

3rd.—No person save the said Government shall have the right to cut or carry away timber (from the forests), but the privilege hereto enjoyed by the ryots

of taking wood for building houses, for burning, for making ploughs, and generally for agricultural purposes, shall continue intact.

4th.—No person shall be entitled to clear ground for building in the Deodar Forest, nor shall any one be permitted to cultivate the cleared ground in the midst of such forest.

5th.—The Rajah shall aid to the utmost of his power in the protection of the forests, and in the punishment of persons infringing the forest rules and regulations.

6th.—The rules and regulations laid down by the Conservator in regard to the forests having been approved by the Rajah, shall be enforced, and the Rajah shall regard any infringement of those rules as an offence, and shall punish the offender.

7th.—The forest lying in Juanpoor shall be exempted from the conditions of this lease for two years, but after the 1st May 1866, it shall be deemed to be included in this lease.

8th.—The Rajah shall be competent to take whatever timber he may need for his personal usé, or for the private requirements of his family.

9th.—The British Government shall be entitled to make roads which may require to pass through fields containing standing crops, but shall be bound to make compensation for the loss thereby inflicted; on such compensation being paid, the Rajah will not object to the construction of the road.

10th.—The said Government shall have power to float down timber by means of streams, or open out roads for their conveyance, and to levy a tax on all timber floated down such streams or carried by such roads within the Rajah's territory. If any person shall float timber down such stream without having the Conservator's pass by him, or if the timber shall not correspond with the description given in the pass, such timber shall be deemed the property of Government, and the Conservator or his subordinate shall have power to confiscate it.

11th.—The sum of Rs. 10,000 shall be paid yearly by the British Government on fulfilment of the above recorded provisions, as consideration for the lease of all the Forests in the Rajah's territory.

12th.—The above recorded provisions shall hold good for 20 years from the 1st May 1864, but on expiration of that period, the British Government shall be competent to continue the lease for another term of 20 years, and similarly on expiration of the second term of 20 years shall be entitled to renew it for a further term, but the consideration to be paid for each such subsequent lease shall be determined by mutual agreement and consent of both parties, *viz.*, of the British Government and the Rajah Sahib.

This agreement shall be signed by both the contracting parties, and one copy of it shall be deposited with the British Government, and another copy be kept by the Rajah.

Executed this 2nd day of October 1865.

No. XXIII.

RENEWED LEASE of TEHRI FORESTS executed in 1885.

1. The Raja Partab Sah of Tehri hereby places at the disposal of the British Government the deodar forests in the Tons and Pabar valleys and the Sheopuri forests within his territory the boundaries of which are set out in the schedule annexed. No person save the said Government shall have the right to take timber out of the said forests; but any privileges hitherto enjoyed by the ryots of taking wood for building houses, for burning, for making ploughs, and generally for agricultural purposes, shall continue intact.

2. The said Government is authorised to take steps for the more complete conservation of any portion of the forests hereby placed at its disposal. The said Government may prohibit the grazing of cattle or opening of thoroughfares therein, with due regard to the existing privileges of villages which have hitherto exercised the right of grazing; and the Conservator of Forests may from time to time issue such further orders, with the approval of the Raja, as he may think proper for the more effectual protection of the trees.

3. No person shall be entitled to clear ground for building in the forest referred to in clause 2, nor shall any one be permitted to cultivate on the cleared ground in the midst of such forests.

4. The Raja shall aid to the utmost of his power in the protection of the forests and in the punishment of persons infringing the forest rules and regulations.

5. The rules and regulations laid down by the Conservator in regard to the forests having been approved by the Raja, shall be enforced, and the Raja shall regard any infringement of those rules as an offence and shall punish the offender.

6. The Raja shall be competent to take whatever timber he may need for his personal use or for the private requirements of his family.

7. The British Government shall be entitled to make roads which may require to pass through fields containing standing crops, but shall be bound to make compensation for the loss thereby inflicted. On such compensation being paid, the Raja will not object to the construction of the road.

8. The sum of Rupees 12,000 shall be paid yearly by the British Government in fulfilment of the above recorded provisions as consideration for the lease.

9. The above recorded provision shall hold good for twenty years from the 1st May 1885, and on the expiry of that period the British Government shall be entitled to renew it for a further term; but the consideration for such subsequent lease shall be determined by mutual agreement and consent of both parties (namely, of the British Government and of the Raja of Tehri) and based upon the fair value of the timber to be annually taken out. One copy of this Agreement after it has been signed by or on behalf of both the contracting parties, shall be deposited with the British Government and another copy shall be kept by the Raja.

NOTE.—The above lease was submitted to the Government of India, Home Department (Forests), under letter No. 244-F.—12-59, dated 20th April 1885. Since its execution the Sheopuri Forests have been relinquished (30th June 1887) by Government, and instead of Rs. 12,000 (Article 8) Rs. 9,000 are now paid by the British Government.

Schedule of boundaries of Tehri-Garhwal leased forests attached to the Jaunsar Division.

DEOTA FOREST, INCLUDING DEOTA, LAMBATACH, BAMSU, SURAS, AND KOTIGAD BLOCKS.

North.—A line demarcated by pillars from a point (pillar No. 28) on the Paji Dhar above Bargatgad, passing south of village lands of Makari, to a point on the Damrarigad (pillar No. 47).

East.—A demarcated line from the last mentioned point, passing above the Jajrari, Bamsu and Deota villages to the Bagiar stream, half a mile above its junction with the Tons (pillar No. 1).

South.—From the last mentioned point a demarcated line running above the old Khinari and Pokhari villages to a point on the Lohasudhar (pillar No. 11).

West.—From the last mentioned point a demarcated line skirting Karshi, Mainegaon, Bhatar and Dhamti villages to the point on the Pajidhar (pillar No. 28).

DATMIR FOREST.

North.—A demarcated line from a pillar on the main ridge between Tons and Rupin rivers to a point above Gungar village.

East.—From the latter point down the spur to a point on the bank of the Tons river.

South.—From this point, along the right bank of the Tons river to a pillar about three-fourth mile below the bridge near Datmir village.

West.—From the last mentioned point up the Sendrugad to the main ridge between the Tons and Rupin.

There is also a small detached block demarcated by ten pillars on the left bank of the Tons, below Datmir village.

CHAUSIL FOREST, INCLUDING DEDRAGAD, ANDRIGAD, GOHAL, AND SHALDAR BLOCKS.

North.—From pillar No. 1 at the source of Gattaigad along the Chausil ridge to a point above the waterfalls on the Jodargad.

East.—From the last point, along a ridge east of the Jodargad to pillar No. 83 above the Kunigad, thence by a demarcated line crossing the Jodargad, and above the Shaldar cultivation to pillar No. 63, on the northern boundary of the Suras block of the Deota forest.

South.—From the last point, along the boundary of the Suras block to pillar No. 62, and thence by a demarcated line round Gokul, Manda and Cheo cultivation to pillar No. 12 on the Kaala Manda ridge between Tehri-Garhwal and Kuental State to pillar No. 1.

West.—Along the boundary of Kuental State to pillar No. 1.

NORANU FOREST.

West and North.—From pillar No. 1 on main ridge between Shaldar and Noranagads, along the water parting of Rupin and Tons rivers to pillar No. 12 on Pariondanda.

East.—From pillar No. 12 by a demarcated line to pillar No. 11.

South.—From pillar No. 11 by a demarcated line above the cultivation of Noranu to pillar No. 1.

NAINTWAR FOREST.

West and North.—From pillar No. 18 along Rainudhars, separating the Rupin and the Tons rivers to pillar No. 1 on the Baladhar.

East.—Down the Bala and Kuba Karshadhars to pillar No. 46.

South.—By a demarcated line above the cultivation of Koarlu to pillar No. 18.

No. XXIV.

LEASE of the TEHRI CHIR FORESTS executed in 1895.

AN AGREEMENT made the 6th day of June One thousand eight hundred and ninety-five between His Highness Raja Kirti Sah of Tehri (hereinafter called "the Raja") and the Right Honourable the Secretary of State for India in Council (hereinafter called "the Secretary of State").

Whereas the Raja has agreed to lease certain portions of Chir forests in the Tons valley situated within his territory being 46,143 acres in extent or thereabouts to the Secretary of State for a term of 20 years, the said lease to be renewable on its expiry for a further term of 20 years.

AND WHEREAS the said portions of the Chir forests have been demarcated by the officers of the Forest Department in conjunction with officials deputed by the Tehri Darbar:

NOW IT IS HEREBY AGREED as follows:—

(1) In consideration of the sum to be paid as hereinafter mentioned, the Raja hereby leases to the Secretary of State for a term of 20 years the aforesaid portions of the Chir forests in the Tons valley, the portions of the Chir forests hereby leased (hereinafter referred to as the "leased forests") being delineated in the map attached to these presents and their boundaries more particularly set forth in the schedule hereto.

(2) The Secretary of State shall pay yearly to the Tehri Darbar a sum representing 80 per cent. of the net annual profits accruing from the leased forests.

(3) No person save the Secretary of State shall have the right to take Chir timber out of the leased forests; but any privileges hitherto enjoyed by the ryots

of taking wood for building houses, for burning, for making ploughs, and generally for agricultural purposes, shall continue and be maintained intact.

(4) The Secretary of State is authorized to take steps for the more complete conservation of any portion of the leased forests, and he may prohibit the grazing of cattle or opening of thoroughfares therein, with due regard to the existing privileges of villages which have hitherto exercised the right of grazing, etc., and the Conservator of Forests may from time to time issue such further orders, with the approval of the Raja, as he may think proper, for the more effectual protection of the trees.

(5) No person shall be entitled to clear land for building purposes in the leased forests, or be permitted to cultivate any ground within the boundaries of the leased forests.

(6) The Raja shall aid to the utmost of his power in the protection of the leased forests and in the punishment of persons infringing the forest rules and regulations, but cannot be responsible for such infringements.

(7) The rules and regulations laid down by the Conservator of Forests in regard to the leased forests having been approved by the Raja shall be enforced, and the Raja shall regard any infringement of these rules as an offence, and shall punish the offender.

(8) The Raja shall be entitled to take whatever timber he may need for his personal use, or for the private requirements of his family.

(9) The Secretary of State shall be entitled to make any roads which he may require for the proper management of the leased forests; but if such roads are constructed in fields whether containing standing crops or not, he shall be bound to make compensation for any damage thereby caused.

(10) A balance-sheet showing the receipts and expenditure in connection with the management of the leased forests shall be sent annually for the information of the Darbar. Only such forest establishment as is specially and solely employed in working the forests shall be shown in the expenditure, and the total expenditure shall be limited to Rs. 4,000 a year or thereabouts.

(11) This agreement shall hold good for 20 years from 1st November 1895, and on the expiry of that period the Secretary of State shall be entitled to a renewal of it on the same terms and conditions for a further period of 20 years; provided always that the consideration for such further period shall be open to revision on the mutual agreement and consent of both parties.

(12) One copy of this agreement, after it has been signed by or on behalf of both the contracting parties, shall be deposited with the Government of the North-Western Provinces and Oudh on behalf of the Secretary of State, and another copy shall be made over to the Raja.

H. F. Evans,
Chief Secy. to Govt., N.-W. P. and Oudh.

Kirti Sah,
Raja of Tehri-Garhwal State.

Witnesses:

P. HARRISON,
Under-Secy. to Govt., N.-W. P. and Oudh.

C. D'MONTE,
Supdt., Govt. Sectt., N.-W. P. and Oudh,
General Department.

Witnesses:

R. BHATTACHARJEE,
Secy. to H. H. Raja of Tehri-Garhwal State.

MIYAN J. B. SINGH,
Private Secy. to H. H. Raja of Tehri-Garhwal State.

Schedule of boundaries of Tehri-Garhwal leased Chir forests attached to the Jaunsar Division.

1. TONS FOREST, about 64 square miles, excluding half square mile of chaks, 63½ square miles.

South.—From pillar No. 1 at the junction of the Khunigadh stream, with the Tons river, up the said stream, there forming the boundary of the Jaunsar-Bawar pargana of the Dehra Dun district, to pillar No. 2 at a point where two main valleys coming from the Ringali peak meet; then generally eastwards first up a small stream to No. 3 on a road; then to No. 4 on a spur; then along and up the spur to No. 5; then by short lines across a valley through Nos. 6, 7, 8, 9, 10 to 11 on a small spur; then through No. 12 to No. 13 on the Lunigadh stream; then up that stream to its source on the main ridge at Suranukiser, pillar No. 14; then along the main ridge being the water parting between the Tons and Jumna rivers through pillars Nos. 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 to pillar No. 25 at Saloglani.

East.—From the said pillar No. 25 north-east through pillar No. 26 to pillar No. 27; then in a north-westerly direction nearly parallel to the Garugadh stream through pillars Nos. 28, 29 to pillar No. 30 opposite Dumara village; then generally south through pillars Nos. 31, 32, 33, 34, 35, 36, to pillar No. 37; then north-west through pillars Nos. 38, 39, 40, 41, 42, 43 to pillar No. 44 on the Garugadh below Kharsari village; then down the Garugadh through pillar No. 45 to pillar No. 46; then eastwards up a long spur through pillars Nos. 47, 48, 49, 50, 51, 52 to pillar No. 53; then north across a valley to No. 54 on the Barfil Dhar; then a series of straight lines through pillars Nos. 55, 56, 57, 58, 59 to pillar No. 60 on the southern branch of the Miagadh; then down that stream to pillar No. 61; then a series of straight lines through pillars Nos. 62, 63, 64, 65, 66, 67, 68, 69 to pillar No. 70 on the northern branch of the Miagadh; then up that stream to pillar No. 71; then north to pillar No. 72; then west to pillar No. 73 then straight

lines through pillars Nos. 74, 75, 76, 77, 78 to pillar No. 79 on the Southern Tons road; then along that road to pillar No. 80; then east through pillars Nos. 81, 82 to pillar No. 83; then straight lines through pillars Nos. 84, 85, 86 to pillar No. 87 on the Southern Tons road: then across the Tons river to pillar No. 88; then through pillars Nos. 89, 90 to pillar No. 91 on the Rupin river opposite Naintwar; then up the Rupin river to pillar No. 92; then across the Rupin river and up a spur through pillars Nos. 93, 94, 95, 96 to pillar No. 97; then straight lines through pillar No. 98 to pillar No. 99 on a small stream; then down that stream through pillar No. 100 to pillar No. 101; then generally north through pillar No. 102 to pillar No. 103 on another small stream; then down that stream through pillar No. 104 to pillar No. 105 on the Rupin river; then up a small stream called Hiwragadh to pillar No. 106; then a series of short straight lines above the Rupin river through pillars Nos. 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121 to pillar No. 122 on the Rupin.

North.—Down the Rupin river to pillar No. 123; then generally south-west and south lines above the Rupin river and more or less parallel to it through pillars Nos. 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135 to pillar No. 136 on the Hadwar-dhar, which ridge runs up from the junction of the Rupin and Tons; then along that ridge to pillar No. 137; then straight lines through pillar No. 138 to pillar No. 139 on a small stream; then down that stream to pillar No. 140; then west to pillar No. 141 on a spur; then along that spur through pillars Nos. 142 to 143; then north-west and north through pillars Nos. 144, 145 to No. 146; then west to pillar No. 147 on the Eastern branch of the Salragadh; then down that branch of the Salragadh to its junction with the Western branch pillar No. 148; then up the Western branch to pillar No. 149; then lines through pillar No. 150 to pillar No. 151 on the Salra ridge; then up the Salra ridge through pillars Nos. 152, 153 to pillar No. 154; then west through pillar No. 155 to pillar No. 156; then north through pillars Nos. 157, 158 to pillar No. D—82 of the leased deodar forest; then generally west past pillars Nos. D—81, D—80, D—79, D—78, D—77, D—76 to pillar No. D—75.

West.—From pillars Nos. D—75 to D—74; then a series of straight lines through pillars Nos. 159, 160, 161, 162, 163, 164, 165, 166, 167 to pillar No. 168 on a ridge called Sainjaldhar; then down that ridge to pillar No. 169; then by a side spur through pillar No. 170 to pillar No. 171 on the Sallagadh; then up the Sallagadh to deodar leased forest pillar No. D—47; then along the deodar leased forest boundary through pillar No. D—48 to pillar No. D—49 on the Saras spur; then down the spur to pillar No. 172; then a series of lines below the Saras village through pillars Nos. 173, 174, 175 to pillar No. 176 on a spur; then down the said spur through pillars Nos. 177, 178 to pillar No. 179 on a stream tributary of the Sallagadh; then up that stream to pillar No. 180 on the spur above Bamsu village; then down the spur to pillar No. 181 and on down a side spur to pillar No. 182 on Bamsugadh; then up the Bamsugadh to pillar No. 183 and by a small spur to pillar No. 184 on the ridge; then down the ridge above Thale village through Nos. 185, 186 to No. 187 then by a spur to pillar No. 188; then lines alternately south-east and south-west through pillars Nos. 189, 190, 191,

192 to pillar No. 193 on the right bank of the Tons river; then down the Tons river to pillar No. 1, whence the southern boundary started.

From this area will be excluded a series of chaks numbered in the map 1 to 72 and covering an area of about half square mile, all demarcated.

2. *Bindri Forest.*—About half square mile.

East.—From pillar No. 1 on the right bank of the Tons river about one mile above Thadiar bridge, demarcated straight lines northward through pillars Nos. 2 and 3 to No. 4 on the Bindri Khala; then up that stream to No. 5.

North and West.—Thence demarcated straight lines first generally south-west; then south-east through pillars Nos. 6, 7, 8, 9, 10 to pillar No. 11 on the right bank of the Tons river about one mile above Thadiar bridge.

South.—Up the Tons river to pillar No. 1.

3. *Gorsiana Forest.*—About three-fourth square mile.

North.—From pillar No. 1 below Karoli village, a straight line to No. 2 on a small stream.

West.—Down that stream through pillar No. 3 to No. 4; then demarcated straight lines through pillars Nos. 5, 6 to pillar No. 7 above the Tons river.

South and East.—Two demarcated straight lines generally north-east through pillar No. 8 to pillar No. 1.

4. *Karoli Forest.*—About one and one-fourth square miles excluding chak.

South.—From pillar No. 9 above the Pabar river eastwards by straight lines through pillars Nos. 10 and 1 to pillar No. 2 above Karoli village.

East.—Thence straight lines touching the Lambatach deodar forest boundary at No. 5 pillar, through pillars Nos. 3, 4, 5 to pillar No. 6.

North.—Straight lines through pillar No. 7 to pillar No. 8 above the Pabar river.

West.—A straight line above and parallel to the Pabar river to pillar No. 9.

Remarks.—A demarcated chak containing about four acres is excluded from this area.

5. *Seroo Forest.*—About one and one-half square miles.

West and South.—From pillar No. 1 on the Garasnigadh about one-fourth mile above its junction with the Pabar river up the Singridar ridge to pillar No. 2; then a series of demarcated straight lines through pillars Nos. 3, 4, 5, 6 to pillar No. 7 on the Bher Bawotigadh.

East.—The Bher Bawotigadh to its junction with the Garasnigadh.

North.—The Garasnigadh to pillar No. 1.

6. *Ishari Forest.*—About three-fourth square mile excluding chaks.

West.—From pillar No. 1 about half mile above the Pabar river straight line northwards through Nos. 2, 3, 4, 5, 6 to No. 7 on the Bogdargadh, a tributary of the Pabar.

North.—Up that stream to No. 8.

East.—Straight lines generally southwards through pillars Nos. 9, 10, 11, 12, 13, 14, 15 to pillar No. 16 below Dhamti village.

South.—A straight line to pillar No. 1.

Remarks.—Two demarcated chaks numbered "5" and "6" in the map with an area of about eight acres are excluded from this area.

7. *Kalinch Forest.*—About four square miles excluding chaks.

North.—From pillar No. 1 on the spur at the junction of the Kotigadh stream with the Pabar river demarcated straight lines eastward through pillars Nos. 2, 3, 4, 5, 6, 7, 8, 9 and 10 to the Kotigadh stream; then up that stream to pillar No. 11; then demarcated lines generally eastwards through pillars Nos. 12, 13, 14, 15, 16, 17, 18 to pillar No. 19.

East.—Thence demarcated straight lines generally southwards and east of the Makurigadh through pillars Nos. 20, 21, 22, 23, 24 to pillar No. 25; then westwards to pillar No. 26; then north-west through pillars Nos. 27, 28 to pillar No. 29; then south through pillars Nos. 30, 31, 32 to pillar No. 33; then generally first south-west, then north, then south-west, then south, then south-west, and then south-east; demarcated straight lines through pillars Nos. 34, 35, 36, 37, 38, 39 to pillar No. 40, and the boundary of the leased deodar forest.

South.—The boundary of the leased deodar forest to pillar No. 41 near Pajidhar; then west to pillar No. 42; then demarcated lines first generally north and then generally west round Kalinch village through pillars Nos. 43, 44, 45, 46, 47, 48 to pillar No. 49.

West.—Demarcated straight lines through pillar No. 50 to pillar No. 1 whence the northern boundary started.

From this area will be excluded four chaks numbered 1 to 4 in the map and covering an area of about 18 acres, all demarcated.

KIRTI SAH,
Raja of Tehri-Garhwal State.
The 6th June 1895.

H. F. EVANS,
Chief Secy. to Govt., N.-W. P. and Oudh.

Witnesses:

P. HARRISON,
Under-Secy. to Govt., N.-W. P. and Oudh.

C. D'MONTE,
Supdt., Govt. Sectt., N.-W. P. and Oudh,
General Dept.

Witnesses:

R. BHATTACHARJEE,
Secy. to H. H. Raja of Tehri-Garhwal State.

MIYAN J. B. SINGH,
Private Secy. to H. H. Raja of Tehri-Garhwal State.

No. XXV.

LEASE of TEHRI FORESTS executed in 1904.

This Indenture made the ninth day of September 1904 between H. H. Raja Sir Kirti Sah, of Tehri of the one part, and the Secretary of State for India in Council (hereinafter called "the Secretary of State") of the other part.

WHEREAS by an indenture of lease executed on the first day of May 1885 the forest lands specified in the Schedule thereto attached (together with certain other lands) were demised by the then Raja of Tehri, H. H. Raja Partab Sah, to the Secretary of State for a term of twenty years commencing from the 1st day of May 1885, AND WHEREAS the said Raja Sir Kirti Sah, the present Raja of Tehri, (hereinafter called "the Raja") has agreed to grant to the Secretary of State a fresh lease in respect of the forest lands specified in the Schedule A hereto attached (hereinafter called the "forests") and more particularly delineated in the plan or map hereunto appended, upon the terms and conditions hereinafter appearing, NOW THIS INDENTURE WITNESSETH and it is hereby agreed between the parties hereto that in consideration of the covenants hereinafter set forth and of the sums agreed to be paid by the Secretary of State to the said Raja, the said Raja doth hereby demise unto the Secretary of State for a period of twenty years commencing from the date at which the said lease of first of May 1885 shall terminate, that is to say, for a period of twenty years from the first day of May 1905 ALL THE forest lands specified in the Schedule A hereto attached hereinafter called "the forests") and more particularly delineated in the plan or map hereunto appended upon the following conditions, that is to say:—

1. The Secretary of State shall have the exclusive right to remove timber from the said forests subject to the right hereby reserved of the said Raja to remove such timber as he may require for his personal use or for the private and personal requirements of his own family.

2. The Secretary of State shall maintain and permit the privileges hitherto enjoyed by ryots of removing wood for building purposes, for burning, for ploughs and for agricultural purposes generally.

3. The Secretary of State shall be entitled to take such steps as he may deem necessary for the protection and conservation of the said forests and subject to the grazing privileges hitherto accorded may prohibit and control the grazing of cattle or the opening of new thoroughfares in the said forests and may from time to time with the approval of the said Raja issue such further rules and regulations as may be deemed expedient for the protection and conservation of the said forests.

4. No person shall be permitted to clear land for the purpose of building or cultivation within the said forests without the previous permission of the Secretary of State.

5. The Raja shall aid to the utmost of his power in the protection and conservation of the said forests and shall punish all persons infringing the orders, rules and regulations prescribed for the said forests.

6. The Secretary of State shall be entitled to construct such buildings, slides, roads, bridges, or other works as may by him be deemed necessary for the exploitation of the forests provided that he shall in every case give fair and reasonable compensation for any loss or damage occasioned thereby to standing crops.

7. The Secretary of State shall pay to the said Raja eighty per cent. of the net profits accruing from the use of the said forests and shall render yearly accounts to the said Raja paying to him the said percentage at the Dehra Dun Treasury on or before the 1st day of August in every year commencing from the 1st day of August 1906.

8. In preparing the said accounts, all direct charges incurred on account of buildings, roads, planting operations, fire protection, export works and the like shall be included under the heading of expenditure, and the Division and Direction charges shall be based on the proportion that the total gross revenue and expenditure of the forests herein leased bear to the whole revenue and expenditure respectively of the Division and of the Circle, exclusive of the Direction Division.

9. On the expiration of the said period of twenty years covered by these presents the Secretary of State shall have the option of renewal of these presents for a further term of twenty years, but the consideration to be paid for such renewal shall be determined by the mutual agreement and consent of both the parties hereto.

Schedule A.

The main block of the forests, including the Chansil, Kotigadh, Lambatach, Deota, Bamsu, Suras, Salhra and Noranu Blocks.

North.—From pillar No. 1 of the Chansil forests at the source of the Gattaigadh along the Chansil ridge to pillar No. 12 of the Noranu Block on Pharion Daula and thence along a dug line to pillar No. 11 of the Noranu Block.

East.—From pillar No. 11 Noranu Block along a dug line through Noranu Block pillars Nos. 10, 9, 8, 7, 6, 5, 4, 3, 2 to pillar No. 1; thence up the Topa Dhar to Trigonometrical Station 10227, where new pillar No. 84 of the Salhra forests will be situated; thence more or less in a direct line, which will be demarcated, to Trigonometrical Station 8590, where a new pillar No. 83-A will be placed thence along a dug line through Salhra Block pillars Nos. 83, 82, 81, 80, 79, 78, 77, 76, 75 to pillar No. 74; thence along the boundary of the leased Chir forests through pillars Nos. 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170 to pillar No. 171; thence up the Sallagadh to pillar No. 47 of the Saras Block; thence along a demarcated line through pillars Nos. 48, 49, 50, 51 to pillar No. 52; then more or less in a direct line, which will be demarcated, to pillar No. 57 of the Bamsu Block; then down the Bamsu Khud to pillar No. 58 and along a demarcated line through a series of pillars numbered from 59 to 80.

South.—From pillar No. 80 of the Deota Block along a demarcated line through series of pillars numbered from 1 to 14 of the Lambatach Block.

West.—From pillar No. 14 of the Lambatach Block along a demarcated line, through a series of pillars numbered from 15 to 40 of the Kotigadh Block; thence down the Charagadh to its junction with the Bannaligadh; thence up the latter gadh and the Chigadgadh to some rice cultivation at the junction of the Chigadgadh and a stream coming down from pillar No. 58; thence skirting this cultivation to the stream last mentioned; thence up that stream to pillar No. 58; thence along a demarcated line through a series of pillars numbered in inverse order, from 57 to 1 of the Chansil forest, whence the northern boundary started.

Note.—The existing cultivation in the neighbourhood of the Sandidhar and Chigadgadh will be demarcated and excluded, and the 5 "chaks" already demarcated in the Dedragadh will be excluded.

Kandar Block.

A small patch of forest to the south of the village of Laktwar demarcated by a dug line and 12 boundary pillars from 1 to 12.

Naintwar Block.

West and North.—From pillar No. 18, along Rainu Dhar, separating the Rupin and Tons rivers, to pillar No. 1 on the Bali Dhar.

East.—Down the Bali and Kuba Karshu Dhars to pillar No. 6.

South.—By a demarcated line above the cultivation of Koarbo to pillar No. 18.

Datmir Block.

North.—From pillar No. 4 situated on the main ridge between the Tons and Rupin Rivers along a demarcated line running north-east to Sankotop, a peak above the Gangar village.

East.—From the last-named point down the Amallichdhar to pillar No. 1 and thence along a demarcated line to pillar No. 2 situated on the right bank of the Tons.

South.—From pillar No. 2 along the right bank of the Tons to a point about ¼ of a mile below the junction of Sindurigadh with the Tons.

West.—From this point up a demarcated line to pillar No. 3 and thence up the Dhuichagadh to pillar No. 4 whence the northern boundary started. There is also a small detached block situated on the left bank of the Tons above the Datmir village demarcated by a dug line and pillars numbered serially from 1 to 10.

In witness whereof the parties hereto have set their hands the day and year first above written.

Kirti Sah,	L. A. S. Porter,
Raja of Tehri.	*Chief Secretary to Government, United Provinces.*

Witnesses:

A. FRANCIS, *Naini Tal.*

F. C. RICHARDSON „

Witnesses:

HARI SINGH,

THAKUR JEET SINGH.

No. XXVI.

AGREEMENT entered into between the BRITISH GOVERNMENT and HIS HIGHNESS THE RAJA OF TEHRI for the effective CONTROL and DISCIPLINE of his IMPERIAL SERVICE TROOPS,—1909.

Whereas His Highness Raja Sir Kirti Sah, K.C.S.I., Raja of Tehri-Garhwal State, maintains a force of Imperial Service Sappers for the purpose of co-operating, if need be, in the defence of the British Empire and whereas it is necessary that the Company of the Imperial Service Sappers of the Tehri State, when associated with Troops of the British Army, should be under the orders of the Officer Commanding the combined forces, and subject to the like discipline and control as the officers and soldiers of His Majesty's Indian Army and Whereas it is not the wish or intention of the Government of India that a British Officer should be appointed to command any corps of Imperial Service Troops, though British officers are employed in order to instruct and inspect the said Company. It is hereby agreed between the Governor-General of India of the one part and His Highness Raja Sir Kirti Sah, K.C.S.I., Raja of Tehri-Garhwal State, of the other, as follows namely :—

1. Whenever the said Company or any portion thereof are moved beyond the frontier of the said State they shall be attached to the command and under the orders of the Officer Commanding the District, Contingent or Force in which they are employed, and such officer shall by virtue of this agreement, be authorised to administer in respect to the said company so serving the military laws and regulations to which they are subject under the laws of the said State, and for that purpose and for the due preservation of discipline among the same, to convene all such Courts, and to issue all such orders and to pass all such judgments and sentences and generally to exercise all such authority as may be lawfully convened, issued, passed and exercised by the authorities of the Tehri State, when the said Company is serving within the territorial limits of the said State. Provided always that the execution of every sentence so passed in British Territory shall be carried out under the orders of His Highness Raja Sir Kirti Sah, K.C.S.I., Raja of Tehri-Garhwal State, or of some person to whom the requisite authority has been delegated by him.

2. In order further to ensure the efficiency of the said Company, and the maintenance of discipline among them when serving along with His Majesty's forces, the said His Highness Raja Sir Kirti Sah, K.C.S.I., Raja of Tehri-Garhwal State, has embodied in the disciplinary law of his State, applicable to the said Company when employed on active service either within or without British India, the provisions, *mutatis mutandis*, of the Indian Articles of War for the time being in force. The due application and enforcement of the said provisions in respect of the Company aforesaid shall be carried out under the authority of the Officer Commanding the District, Contingent or Force aforesaid.

KIRTI SAH,

17th July 1909.

Countersigned.

J. S. CAMPBELL,
Agent to His Honour the Lieutenant-Governor,
United Provinces for Tehri.

Approved and confirmed by the Government of India.

By order,

H. BUTLER,
Secretary to the Government of India,
Foreign Department.

SIMLA;
The 17th September 1909.

No. XXVII.

LEASE executed between the TEHRI STATE and the BRITISH GOVERNMENT regarding certain CHIR FORESTS in the TONS VALLEY,—1917.

An agreement made the 10th day of May 1917, one thousand nine hundred and seventeen, between His Highness Raja Narendra Shah of Tehri (hereinafter called the "Raja") and the Right Honourable the Secretary of State for India in Council (hereinafter called the "Secretary of State").

Whereas the Raja has agreed to lease certain portions of the chir forests in the Tons Valley situated within his territory, being 41,856 acres in extent or thereabouts, to the Secretary of State for a term of twenty years the said lease to be renewable on its expiry for a further term of twenty years.

And whereas the said portions of the Chir Forests have been demarcated by the officers of the Forest Department in conjunction with officials deputed by the Tehri Darbar:—

(11) This agreement shall hold good for twenty years from 1st November 1915, and on the expiry of that period the Secretary of State shall be entitled to a renewal of it on the same terms and conditions for a further period of twenty years: provided always that the consideration for such further period shall be open to revision on the mutual agreement and consent of both parties.

(12) One copy of this agreement after it has been signed by or on behalf of both the contracting parties shall be deposited with the Government of the United Provinces of Agra and Oudh, on behalf of the Secretary of State, and another copy shall be made over to the Raja.

R. BURN,
Chief Secretary to Government, United Provinces of Agra and Oudh.

G. B. F. MUIR,
President, Council of Regency, for Raja of Tehri-Garhwal State.

Witnesses:

1. HARI KRISHEN, *2nd Member.*

2. BHAWANI DATT, *Secretary, Council of Regency.*

No. XXVIII.

AGREEMENT executed between the TEHRI STATE and the BRITISH GOVERNMENT for the construction of JHULAS over the rivers which form the boundary between BRITISH GARHWAL and the TEHRI STATE,—1927.

An Agreement made the fifteenth day of August One thousand nine hundred and twenty seven between His Excellency the Governor-General of India in Council of the one part and His Highness Narendra Shah, C.S.I., Raja of Tehri, of the other part. Whereas along part of their courses the rivers Mandakani, Alaknanda and Ganges form the boundary between the State of Tehri and the district of Garhwal in British India, and whereas the Government of the United Provinces of Agra and Oudh, or the District Board of Garhwal have from time to time constructed certain jhulas across the aforesaid rivers along the aforesaid boundary and levy tolls from persons using the same, and whereas His Highness the Raja of Tehri desires to share in the revenue to be derived from tolls levied at any jhulas which may hereafter be constructed or reconstructed across the aforesaid boundary. Now it is hereby agreed between the contracting parties.

ARTICLE 1.

His Highness the Raja of Tehri recognizes the exclusive right of the Government of the United Provinces of Agra and Oudh or their authorised agents (as the case may be) to the whole of the tolls now levied or hereafter to be levied at

any jhulas heretofore constructed by the aforesaid Government or their authorized agents across the aforesaid rivers along the aforesaid boundary. No toll will be levied by the State of Tehri at any such jhula so long as the same is in existence; but if the reconstruction of any such jhula, after it has fallen into disuse, becomes necessary, the provisions of Article 2 shall apply.

ARTICLE 2.

Neither the State of Tehri nor the Government of the United Provinces of Agra and Oudh will hereafter construct a jhula or reconstruct a disused jhula or (subject to the provision of Article 4) permit the construction of a jhula or reconstruction of a disused jhula across the aforesaid rivers along the aforesaid boundary without inviting the other to contribute one-half of the cost of construction or reconstruction of the same and of its maintenance. If both of them so contribute, the tolls to be levied at such jhulas shall be fixed by agreement between them and so long as they contribute equally towards the cost of its maintenance, the net revenue derived from tolls levied thereat will be divided equally between them.

ARTICLE 3.

If the State of Tehri or the Government of the United Provinces of Agra and Oudh refuse to contribute towards the cost of constructing a jhula or reconstructing a disused jhula along the aforesaid boundary and the jhula is thereafter constructed or reconstructed as the case may be at the expense of one of them alone, then the party, which constructs or reconstructs such jhula, may fix the tolls to be levied thereat and shall be entitled to take the whole of such tolls for its own use.

ARTICLE 4.

Before either the State of Tehri or the Government of the United Provinces of Agra and Oudh grants a license to any contractor to construct a jhula across the aforesaid boundary and to levy tolls thereat, the consent of the other party shall be obtained. Such consent shall not ordinarily be refused unless the proposed jhula is within two miles of an existing jhula constructed in whole or part by the other party. The tolls (if any) to be charged at such jhula and the disposal thereof shall be at the discretion of the party which grants the licence.

ARTICLE 5.

Nothing herein contained shall derogate from the right of the Government of India to prevent the construction by the State of Tehri of any jhula into the territory of British India or from the rights reserved to the Government of India by the Sanad, dated the 6th day of September 1859, by which the State of Tehri was granted to Raja Bhawani Singh, the ancestor of His Highness the Raja of Tehri and his heirs.

ARTICLE 6.

Nothing herein contained shall derogate from the right of the State of Tehri to levy such import or export dues, as obtained throughout the State, and to main-

tain chaukis at any jhula (by whichsoever party constructed) for the collection of such dues.

N. SHAH,

His Highness the Raja of Tehri-Garhwal.

15th August 1927.

Countersigned.

N. C. STIFFE,

Political Agent, Tehri-Garhwal State,

United Provinces.

Approved and confirmed by the Governor-General in Council.

By order,

J. P. THOMPSON,

Secretary to the Government of India in the Foreign and Political Department.

SIMLA,

The 3rd October 1927.

No. XXIX.

TREATY with the NABOB of FURRUCKABAD,—4th June 1802.

Treaty between the Honourable East India Company and the Nabob Imdad Hoossain Khan, for ceding to the Honourable the East India Company, in perpetual sovereignty, the province of Furruckabad and its dependencies, in commutation of the tribute hitherto payable by the said Nabob to the Honourable Company, concluded on the one part by the Honourable Henry Wellesley, Lieutenant-Governor of the Ceded Provinces in Oudh, by virtue of full powers vested in him for that purpose by His Excellency the Most Noble the Governor-General, and on the other part by the Nabob Imdad Hoossain Khan Behauder, Nasser Jung, on behalf of himself, his heirs and successors.

ARTICLE 1.

It is hereby stipulated and agreed that the province of Furruckabad and its dependencies shall be ceded, in perpetual sovereignty, to the Honourable the East India Company, from the commencement of the Fussellee year 1210, the Nabob transferring to the Company his right and property in the same, with the exceptions hereafter mentioned.

ARTICLE 2.

With a view of providing for the maintenance and dignity of the Nabob Imdad Hoossain Khan Behauder, it is agreed that he shall receive a monthly allowance of nine thousand Rupees (or one lakh and eight thousand Rupees annually) which allowance shall be continued to his heirs and successors, and shall not be subject to any diminution, from any cause whatsoever. And it is further agreed that the said Nabob shall be treated on all occasions with the attention, respect, and honour due to his rank and situation, and to a friend of the British Government.

ARTICLE 3.

The Honourable the Lieutenant-Governor engages that two thousand Rupees yearly shall be allowed for the expenses of the Imaumbarrah ; and that the amount of three thousand six hundred Rupees yearly, for the payment of the allowances to the separate mahals of the late Nabob Mozuffer Jung, hitherto paid by Omroo Begum, shall be distributed hereafter by the Nabob, who shall deliver the receipts for the same to the Company's Civil Officer ; provided it should be found that these allowances have not been regularly paid by Omroo Begum.

ARTICLE 4.

In compliance with the Nabob's desire, the gardens formerly the property of his father, the village of Sereyah Neamutpoor, the forfeited houses in Furruckabad, and the property of the Ranee Souheb, shall be considered as his exclusive

property, if there should appear to be no other person legally entitled to such property.

ARTICLE 5.

As the detailed list given in by the Nabob, of family connections and attendants, under the head of pensions, and the list delivered in by Kherud Mund Khan, are in many respects different, and as it is the intention of the British Government that provision should be made for persons whose claims to pensions shall appear to be well founded, it is hereby agreed that the rights of the different claimants shall be inquired into by the civil officer appointed by the British Government, in conjunction with the Nabob, and that Sunnuds shall be granted, under their joint seals and signatures, agreeably to which Sunnuds the pensioners shall be paid by the Nabob, who will deliver their receipts to the Company's Civil Officer.

ARTICLE 6.

The authority of the Court of Adawlut shall not extend to the person of the Nabob; but as his connections and dependants are undefined, and as it is the object of the British Government to introduce a fair and impartial administration of justice throughout the province of Furruckabad, it is agreed that whatever complaints may be preferred against any of the Nabob's dependants, shall in the first instance, be referred to the Nabob, and, in the event of the complainant not receiving speedy justice, or being dissatisfied with the Nabob's decision, the complaint shall be decided in the Court of Adawlut.

ARTICLE 7.

In compliance with the Nabob's request, allowances shall be granted to the undermentioned persons, to be continued so long as their conduct shall be satisfactory to the British Government and to the Nabob :—

	Rs.	
Emaum Khan	5,000	annually.
Purmul Khan and Muhammad Khan	5,000	„
Rhodan Buksh, Phi Vakeel, on the part of the Nabob, to attend the Civil Officer appointed to Furruckabad	4,000	„
Ahmed Buksh and Muhammad Zellah	2,000	„

ARTICLE 8.

The rent-free lands, the daily and yearly pensions, and the jaghires, shall be continued, if upon a fair investigation they shall appear to have been established previously to the death of Mozuffer Jung.

ARTICLE 9.

This Treaty, consisting of nine Articles, having been settled and concluded at the City of Bareilly, on the 4th day of June 1802, corresponding with the 3rd day of Suffer, 1217 Hegira, the Honourable Henry Wellesley, Lieutenant-Governor of the Ceded Provinces in Oudh, has delivered to the Nabob Imdad Hossain

Khan, Nasser Jung Behauder, a copy of the same in English and Persian, under his seal and signature, and the said Nabob has delivered to the Honourable Henry Wellesley, Lieutenant-Governor of the Ceded Provinces, another copy of the same, under his seal and signature, and the Honourable Henry Wellesley engages to procure within the space of thirty days, a ratification of the Treaty, under the seal and signature of His Excellency the Most Noble the Governor-General.

SEAL OF THE NABOB IMDAD HOSSAIN KHAN.

HENRY WELLESLEY.

N.B.—This Treaty was ratified by the Governor-General in Council, the 24th June 1802.

No. XXX.

TRANSLATION of the new KOWLNAMA, or AGREEMENT, given by the NAWAB SHUJAH-UL-DOWLAH to RAJAH CHEYT SING,—6th September 1773.

The affairs of the zemindary and tahud of the Circar of Benares, and Circar Chunara, and of the mehals of Juanpoor, Bejeypoor, Buddohy, Suknesegurrah, Mulboos Khan, Circar Gazeepoor, Sikinderpoor, Khereed Shadeyabad, Toppeh Serinch, etc., which were under the charge of Rajah Bulwunt Sing, deceased, I do hereby grant and confirm unto you, upon their former footing: it is necessary that, after deducting the nankar and half of the jaghire of Buddohy, you monthly and annually pay into the treasury of the Circar the established and stated payments. By the favour of God, whatever is promotive of your honour shall be performed, and exclusive of the jumma specified in the kabooleat of the present Fussullee year 1178 no increase shall ever hereafter be demanded, and if you remain firm and steady in your obedience and in the payment of your rents, no harm shall, by any means, happen to your ryots or country. By the Word of God, and of the Holy Koran, and of the blessed Imaums, this Agreement is made between me and my heirs, and you and your heirs, and it shall never be deviated from.

Dated this 18th day of the moon Jemmadie-ul-Saany, in the year 1177 Hegira, answering to the 6th September 1773 English style.

TRANSLATION of the POTTAH given by the NAWAB SHUJAH-UL-DOWLAH to RAJAH CHEYT SING,—22nd November 1770.

The Circar of Benares and Chunara, and the mehals of the Circar of Juanpoor, etc., including land-rents, and sayer duties, and Havely Mahomedabad (Benares), Mulboos Khana, Pergunnah Booder, etc., Talook of Sekima Mow, in the dependencies of the Pergunnah Khaundas, Pergunnah Buddohy, Luknesegur, Bejeypoor, Circar Gazeepoor, Pergunnah Sikinderpoor, Khereed Shadeyabad, and Toppeh Serinch, etc., land-rents and sayer duties included; after deducting the dustoor dewanny, nankar, half of the jaghire of Buddohy and the other exempted jaghires, and whatever has formerly been allowed as deductions; I do now fully grant and make over to you, in the terms of your kabooleat, from the first of Khareef, 1178, in consideration of the sum of Benares Cum Sunna Rupees 22,48,449, Assel and Ezafa, as specified underneath, clear of all expenses of Sebundy. It is necessary that you pay the above sum to the Circar, according to the stated and established kists, year by year; and by the favour of God there shall never be any deviation from this Agreement.

PARTICULARS, viz.:—

Paid by Rajah Bulwunt Sing, as follows:—

Benares	12,00,607	
Buddohy	1,30,000	
Lucknaeegur	16,000	
Bejeypoor	2,00,000	
Gazepoor	5,00,000	
Shadeyabad	40,000	
		20,86,607
Deduct nankar, half of the jaghire of Buddohy and Altemgah, etc.		88,158
Net Revenue paid by Rajah Bulwunt Sing		19,98,449
Increase settled with Rajah Cheyt Sing		2,50,000
Net Revenue to be paid by Rajah Cheyt Sing		22,48,449

Dated the 27th of Rejub in the year of Hegira 1184.

From the GOVERNOR to RAJAH CHEYT SING.

At this time, the Vizier of the Empire having given you an Agreement, under his hand and seal, which I have countersigned and also affixed my seal to, it is necessary that conformably thereto, and according to the Treaty concluded at Allahabad by Lord Clive and the Vizier respecting Rajah Bulwunt Sing, your deceased father, you, with the greatest cheerfulness, pay to the Vizier the rents thereby established; in which case the Company will always attend to your well-fare, and afford you their care and protection, and in the Agreements aforementioned there shall never be any breach or deviation.

No. XXXI.

TRANSLATION of the SUNNUD granted to RAJAH CHEYT SING, for the ZEMINDARY of GAZEEPORE, BENARES, etc.,—15th April 1776.

Be it known to the mutsuddies in office, present and to come, canoongoes. mukudums, ryots, cultivators, to all the inhabitants and people resident and belonging to Circar Benares, Gazeepore, and Chunara, in the Soubah of Allahabad; that whereas, by virtue of a Treaty with the Nabob Ausuf-ul-Dowlah, concluded on the 20th of Rubby-ul-Ewul, 1189 Hegira, or 21st of May 1775, the government and sovereignty of the Circars above-mentioned has been ceded to the Honourable East India Company, from the 4th of Jemmadie-ul-Awul, 1189 Hegira, or 4th July 1775; the said East India Company, therefore, pursuant to the rights thereby obtained, do confirm unto Rajah Cheyt Sing the zemindary, aumeeny, and foujedarry of the said Circars, agreeably to the zimmun, together with the kutwallies of Juanpore and Benares, and the Mint of Benares, from the said date. Whatever gold and silver shall be coined in the Mint, the said Rajah shall coin conformably to his muchulka; he is not to be in the smallest particular remiss in the observation and execution of the several duties incumbent on him. He

is to behave with moderation and kindness to the ryots and people; to promote the cultivation and increase of inhabitants and produce of the lands; expelling thieves, nightly assaulters, and robbers; and so effectually punishing the disturbers of the peace, that no trace of them may be seen; and he is to pay a tribute of 23,40,249 Benares Muchleedar Rupees or 22,66,180 Calcutta Siccas, annually, to the Company's treasurers. Should he receive orders to pay the above revenue at Benares, he shall, in that case, pay the sum of 23,40,249 Benares Muchleedar Rupees, each rupee to weigh ten massa, and to contain two ruttees and two chowls of alloy, and no more: should the weight be less or the alloy more, he shall make up the deficiency. Whenever the money shall not be wanted at Benares, he is to remit the annual amount of 22,66,180 Sicca Rupees, punctually, agreeably to his kists, by monthly payments at Calcutta. In consideration of which he shall be allowed a deduction of 2 per cent., amounting in all to Sicca Rupees 44,434-14-5, account hindowunny, which being deducted, the net amount is 22,21,745-1-15 Sicca Rupees of Calcutta, which he is to pay at that place. After the settlement of accounts at the end of the year, he shall, in the customary manner, receive credit for his payments; and he is by no means to collect the prohibited Abwab of the Durgah of His Majesty. This Sunnud being granted is to remain in force. You, the mutsuddies and persons above-mentioned, are to regard the said Rajah as the truly and lawfully possessed of the zemindary, aumeeny, and foujedarry of the above Circars; and to acknowledge his authority in the several acts appertaining thereunto. Know that we have here issued the most strict and positive commands, and obey them accordingly.

Written on the 25th of Suffer, 17th Sun, or 15th April 1776.

SIGNED BY THE GOVERNOR-GENERAL AND COUNCIL.

The Zimmun.

The office of the zemindary of Circar Benares, Gauzeepore, Chundara, the kutwally, the duties of the Mint, in the Soubah of Allahabad, have been conferred upon the great Chief, Rajah Cheyt Sing Behauder, also the aumeeny and foujedarry.

Mehals 19, viz.:—

Circar Benares, Chundara, Circar Gauzepore, Mehals of Jaunpore, comprehending maul and duties, Havely Mahumud Abad, Benares; the Labs Daums, or for supplying clothing to the King; Pergunnah Bhadury; the Talook of Sukramrow, in Chundar; Suktegar, Bidgepoor, Secounderpore, Thireed; Shadyabad, Tuppa Seringa; the kutwally and duties of Benares, free; ditto ditto of Jaunpore, ditto; the mehal of the Mint of Benares, ditto; the Benares Mukeemi, or brokerage; the Sungwozinee, or stone-weighing of Benares, and the other mehals; yatesaundby, or office of Mutessub of Benares.

POTTAH granted to CHEYT SING.

This Pottah, containing the underwritten stipulations, is granted unto Rajah Cheyt Sing Behauder.

Circar Benares, Gauzepore, Chunar, and the mehals of Circar of Jaunpore comprehending the maul and duties, Havely Mahumud Abad, Benares, the Khausdums in Pergunnah Bhaudry; Talook of Sunkeramrow, in Pergunnah Chunara; Suktesgurra, Bijeepoor, Circar Gauzepoor, Pergunnah Sekunderpoor Khurreed, Shadyabad, Patna, Sirkunjea, including the kutwally duties of Jaunpore and Benares; the Mint of Benares; the mokeemy, yatisaub, and stone-weighing, both maul and duties; and the Dewanny dustoor, excepting the nankar of half the jaghire of Bhaudree, the exempted jaghire and ayma, which have been inserted for a length of time in the accounts as deductions; all the articles of the Tahud are settled upon you from the 4th Jemmadie-ul-Auwul, 1189 Hegira, or the 4th July 1775 English at a stipulation per annum of 23,40,249 Mahidar Benares Rupees, not short of the weight of ten massa each, and not containing a greater portion of alloy than two ruttees and two berinjees, agreeable to your muchulka and kabooleat. This sum you will therefore pay. But should it not suit the convenience of the Company to receive it at Benares, you are to pay it in Calcutta, in Sicca Rupees of Calcutta, amounting in which specie to 22,66,180 Sicca Rupees. The amount of the hoondeean, or exchange, allowed you at the rate of 2 per cent, is Rupees 44,434-14-5, which being deducted, the net sum will be 22,21,745-1-15 Sicca Rupees of Calcutta. This you are to pay without the least deduction or depreciation whatever in the course of each year, by monthly payments agreeable to your separate kistbundy. This you are to pay without any allowance for sebundy. You will remit the money to Calcutta, without fail, conformable to the said kistbundy.

Particulars of the Tribute, viz. :—

	Rs.	a.	p.	Rs.	a.	p.
Former Kabooleat				20,86,607	0	0
Deduct—						
Nankar	9,800	0	0			
Exempted lands	8,000	0	0			
Maaffy, fourth part and Syry Sicca	2,358	0	0			
Half Jaghire of Bhadway	67,500	0	0			
Atamgau of Mussumaut Narad Bano	500	0	0			
				88,158	0	0
				19,98,449	0	0
Add—						
Nuzzeranah	90,000	0	0			
Tuppa	34,207	12	0			
Nukume, etc.	1,800	0	0			
				1,26,007	12	0
Increase—						
Total	2,50,000	0	0			
Deduct	34,207	12	0			
				2,15,792	4	0
Benares Rupees				23,24,949	0	0
Batta to reduce them into Siccas				74,069	0	0
Remain Sicca Rupees				22,66,180	0	0
Deduct Hindooaurin				44,434	14	5
Remains net amount in Siccas				22,21,745	1	15

Written on the 26th of Suffer, 17th year, or 18th April 1776.

KABOOLEAT OR AGREEMENT executed by RAJAH CHEYT SING, for the ZEMINDARY of BENARES, etc.

Whereas a Treaty has been concluded between the English East India Company and the Nabob Asoph-ul-Dowlah Chia Cawn Behauder, Huzzubber Jung, Nazim of the Soubah of Allahabad, under date the 20th of Rubbee-ul-Awul, 1189 Hegira, or the 21st of May 1775 Christian, whereby the sovereignty of the Circars Benares, Gazeepore, Chunara, etc., hath been ceded to the English East India Company, from the 4th of Jammadie-ul-Awul 1189 Hegira, or the 4th July 1775 Christian, and the Company having granted the zemindary, the aumeeny, and the foujedarry of the aforesaid Circars, together with the kutwallies of Benares, and Juanpore, etc., and the Mint of Benares, unto me, from the above date; I do hereby voluntarily consent and agree, under my hand, that whatever coins shall be struck in the said Mint shall be conformable to a separate obligation which I have executed under date the 25th of Zihiga, in the 17th year of the reign, and delivered to the Government for the Company. It shall be my duty to do everything that may be needful and usual for the interest and security of the country; provide for the welfare of the inhabitants; to be attentive to the increase of cultivation and improvement of the revenues; to use my endeavours in such manner to expel robbers and assassins, and to punish offenders of every kind that not a trace of them may be left. And I will pay the annual revenue of Government, being at Benares, Muchlidar Rupees of Benares 23,40,249, each Rupee to weigh no less than 10 massa, and to contain no more alloy than 2 ruttees and 2 chowls; any deficiency of this standard to be made good. If the Government shall not have occasion to receive the same at Benares, I will in such case pay it at Calcutta annually, by monthly payments, according to kistbundy, and conformably to the tufussul zile or particulars in the margin, the sum being Calcutta Sicca Rupees 22,66,180, including nuzzeranah, etc., but deducting on account of hoondyan or exchange a premium of 2 per cent., which premium of 2 per cent., upon the whole sum, being Sicca Rupees 44,434-14-5, I will accordingly deduct before remitting the remainder to the Company's treasury at Calcutta, so that after the deduction of exchange I shall pay net and without further deduction into the treasury at Calcutta the sum of Calcutta Sicca Rupees 22,21,745-1-15 at the end of each year; after payment of the same and observing the conditions agreed upon I shall receive a release or discharge in full, wherefore I have written this Agreement to be adhered to accordingly.

In the margin follows a list of monthly instalments.

SIGNED BY THE RAJA.

Dated 25th Suffer, 17th Sun, corresponding with the 15th April 1776 Christian.

TRANSLATION of RAJAH CHEYT SING'S AGREEMENT relative to duties.

Whereas the duties of the sayers d pendent on me have been fixed and decreed in the presence of the Governor at the following rates, which are to be taken

from the English and Indostan Merchants, without distinction; for this cause I give in writing that I will demand no more, nor will consent to an exemption in favour of any man, excepting broadcloth, and lead and copper purchased at the Company, which shall be accompanied by a letter from the Governor; on these I will consider the duties as excused and discontinued, nor in any respect interrupt or impede them.

—	At Chowra.	Zeemanee.	Ghealy.	Seapore and Gungapore.	Mirzapore.	Cudowa.	Durra.	Gauzepore.	Total.
	St. Rs.	St. Rs.	St. Rs.	St. Rs.	St. Rs.	St. Rs.	St. Rs.	St. Rs.	St. Rs. a. p.
On Kerana, as dry Ginger, Pepper, &c., per tungity of 6 Mirzapore mds. .	0 8 0	0 7 3	0 7 3	1 13 9	1 15 9	0 4 9	0 6 6	3 1 3	[illegible]
On Cloth, Silk, Cloves, Nutmegs, &c. .	1 4 0	0 15 0	1 0 0	5 10 0	7 9 3	0 10 3	0 12 6	5 8 0	22 0 [illegible]
On Tin, Toothnaque, &c. . . .	0 8 3	0 7 6	0 7 6	1 14 0	2 13 0	0 7 0	0 6 9	3 0 0	10 0 0
On Iron . .	0 4 3	0 3 3	0 3 9	0 11 0	0 15 3	0 2 0	0 2 0	1 14 6	4 8 0
On Copper . .	0 8, 3	0 7 9	0 8 0	3 6 9	0 3 15	0 7 9	0 6 6	3 4 0	13 0 0
On Cloth, per bale containing 6 pieces.	0 14 3	0 14 3	0 7 6	3 4 6	0 3 9	0 5 0	0 6 0	2 3 6	12 0 0
On Cotton . .	0 6 6	0 6 0	0 6 6	1 8 0	0 2 4	0 5 9	0 4 [illegible]	2 15 0	8 8 0
On Chatta, &c., Coarse Cloth .	0 3 6	0 3 6	0 3 6	1 2 6	0 3 5	0 3 3	0 3 0	1 5 3	6 12 0
On Betel-nut . .	0 6 0	0 6 0	0 6 0	1 9 0	1 10 0	0 3. 9	0 5 3	2 2 0	7 0 0

At Benares 2 per cent. on the purchase price as usual.

No. XXXII.

POTTAH granted to RAJAH MAHIPNARAIN BEHAUDER, of BENARES,—14th September 1781.

Whereas, the Circar of Benares and Chunar and the mehals of the Circar of Jawenpoor, both maul and sayer, and Havely Mahomedabad, Benares, and the Daums of the Molboos-khana and the pergunnah Bheddohee and the talook of Sungramow dependent on the pergunnah of Chunda and Sukteesghur, and the pergunnah Cunteel, called Beejeypoor, and the Circar of Gauzepoor, and the pergunnah of Secunderpoor, and Khereed and Shadikabad and Tuppee Serincha, with the maul and sayer and kutwalley of Jawenpoor, and the Mokeeme and Yettisaub, and Sangwozinee of Benares, both maul and sayer, with the dustoor dewanny, besides half of the jaghire of the pergunnah Bheddohee, &c., and the maafee to the Rozeenadars, and other expenses of the Husubminhayee, conformable to your kabooleat, have been granted to you, from the beginning of the month of Assin, 1189 Fusselee, answering to the 14th September 1781, at the agreement of forty lakhs of Sicca Rupees, struck in the town of Benares, as a fixed and perpetual sum, without alteration, for every year, and from that amount

the sum of 6,66,666-10-10 (six lakhs sixty-six thousand, six hundred and sixty-six Sicca Rupees, ten annas and ten gundas) for this year, which is 1189 Fusselle on account of devastations, &c., in the two months of disturbances, having been remitted, the remaining account of the Maulwajib maulguzarry of the Sicca being 33,33,333-5-10 (thirty-three lakhs, thirty-three thousand, three hundred and thirty-three Rupees, five annas and ten gundas) of Benares Sicca coin, of due standard and weight, agreeably to the separate kistbundy and kabooleat which you have written and delivered under your own seal; you will, month by month, without excuse or delay, and without the expense of the Sebundy and other expenses conformable to the kists mentioned in them, pay duly as the khazana to the Circar, and in the next year the fixed and perpetual yearly amount, jumma of forty lakhs of Sicca Rupees, which you have agreed to, and the kistbundy of which also you have delivered under your own seal into the dufter of the Circar; conformably thereto you will yearly discharge as the maulguzarry to the Circar. By the blessing of God, from this Agreement, in no instance, shall there ever be any deviation or failure.

The Bundobust of the year 1189 Fusselle.

	Rs.	*a.*	*p.*	*Rs.*	*a.*	*p.*
Conformably to the papers	49,06,002	12	0			
Increase to the advantage of the Circar	4,00,000	0	0			
				53,06,002	12	0
Deduct the jaghire, &c.—						
Jaghire of Benoram Pundit	25,000	0	0			
Ditto of Bundoo Khan	2,000	0	0			
Ditto of Jaghernaut Surbadar	1,200	0	0			
Restored to the Rozeenadars	33,296	0	0			
				61,496	0	0
				52,44,506	12	0
Deduct the expenses of Mehals, Amanee, &c.—						
The expenses of Mehals Amanee	41,119	6	10			
Maâfee Maumoulee	1,02,598	8	10			
				1,43,717	15	0
				51,00,788	13	0
Deduct the Mehal of Keiraghur, of which the Maulguzarry is appropriated to the Circar of the Nabob Vizier-ul-Momalik Behauder				1,98,046	14	0
				49,02,741	15	0
Deduct my jaghire, &c., with those of my dependents—						
Half the Pergunnah of Bheddohee	1,58,341	0	0			
The Pergunnah of Mahaiche	60,000	0	0			
The Pergunnah of Siedpoor	54,000	0	0			
My salary, &c., and those of my dependents	6,30,400	15	0			
				9,02,741	15	0
				40,00,000	0	0
Deduct the devastations, &c., of two months' disturbances				6,66,666	10	10
Balance, Benares Sicca Rupees				33,33,333	5	10

From the year 1190 Fusselee a fixed and perpetual sum.

	Rs.	a.	p.
Conformably to the former Bundobust	33,33,333	5	10
Increase taken from the deductions on account of the devastations, &c.	6,66,666	10	10
Total, Benares Sicca .	40,00,000	0	0

Dated the 1st of Assin, 1189 Fusselee, answering to the 14th September 1781.

KABOOLEAT of RAJAH MAHIPNARAIN BEHAUDER,—14th September 1781.

I, Rajah Mahipnarain Behauder:

Whereas, the Zemindarry of the Circar of Benares and Chunar, and the mehals of the Circar of Jawenpoor, both maul and sayer, and Havely Mahomedabad, Benares, and the daums of the Mulboos Khana, and the Pergunnah Bheddohee, and the Talook of Sungramow, dependent on the Pergunnah of Chanda, and Suktusgur and Cunteel, called Beedjeypoor, and the Circar of Gazeepoor, and the Pergunnah of Secunderpoor, and Kheerud and Shaaduabad, and Tuppee Serincha, with the maul and sayer and Kutwally of Jawenpoor, and the Mookeemee and Yettisaub, and Sangwozinee of Benares, and the entire mehals, both maul and sayer, with the dustoor dewanny of the Soubah Illahabad, besides the Mehal of Keeraghur, of which the maulguzarry is appropriated to the Circar of the Nabob Vizier-ul-Momalik Ausuf-ud-Dowlah Behauder, and the mehals of the jaghires held by the Rozeenadars, and the expenses agreeably to the Husunminhayee, or account of deductions, has been given in perpetuity to me from the Honourable Company, at the fixed and perpetual yearly sum of forty lakhs of Benares Sicca Rupees, of full weight and standard, I have agreed to it, of my own free and entire will; and of that amount the sum of 6,66,666-10-10 (six lakhs, sixty-six thousand, six hundred and sixty-six Rupees, ten annas and ten gundas) having been remitted and deducted on account of the devastations, &c., in the two months' disturbances for this year 1189 Fusselee, I have acknowledged, without hesitation, the remaining sum of 33,33,333-5-10 (thirty-three lakhs, thirty-three thousand, three hundred and thirty-three Rupees, five annas and ten gundas) of Benares Sicca standard, to be due from me, as the Maulwajib of the Circar for the said year; and having written and delivered under my seal, upon a separate paper, the kistbundy of it, I engage and deliver in writing to this effect, that I will, agreeably to the kistbundy, month by month, without excuse or delay, duly pay the Khazana Aumeera of the Circar in the town of Benares; and at the end of the year I will take a receipt and discharge the whole. And the jumma of the next year, 1190 Fusselee, having been settled for the entire sum of forty lakhs of Benares Siccas, as the perpetual and fixed sum for every year, that I also do include in this kabooleat, and engage that I will without excuse

or delay, agreeably to the kists of the same, discharge, month by month, the Khazana Aumeera of the Circar, and that I will, without fail, pay the money of the Rozeenadars, &c., conformably to the Husubminhayee, and take a receipt for it; and that employing myself in the duties and affairs in my zemindarry, I will not neglect or be deficient in any one point of diligence and care, but I will behave with the greatest attention to the ryots, and to all people of every rank; and I will exert my utmost abilities in the cultivation and population of the country, and the increase of the revenues, so that it may improve daily: and I will act with such vigour in expelling thieves, night robbers, murderers, and all evil-doers, that not one of them shall remain within my zemindarry, and that no crimes and offences shall be heard of. I have, therefore, delivered these few lines in the nature of kabooleat, that it may be made use of when necessary.

Dated the 1st of Assin, 1189 Fusselles, answering to the 14th September 1781.

AGREEMENT of RAJAH MAHIPNARAIN, BEHAUDER, for the payment of the arrears.

Having been ordered from the Presence to collect and pay the Circar whatever balances remain of Cheyt Sing's administration, to the end of the year 1188, I therefore represent, that whatever I can collect of the balances for the above year I will pay to the Circar.

REQUESTS of RAJAH MAHIPNARAIN, to which he is hopeful that the GOVERNOR-GENERAL'S signature may be affixed.

ARTICLE 1.

Of the Mint and the Adaalet, etc., agreeably to the following list, whatever part shall be divided from my bundobust, I hope that the receipts of that may be deducted in the maulguzarry. 1, The Mint; 2, The Adaalet; 3, the Foujedarry; 4, The Kutwally of Benares; 5, The Nekhal; 6, The Brokerage from strangers; 7, The Farlashe; 8, The Rumar Khana; 9, The Dustoor upon rings.

ANSWER TO ARTICLE 1.

Of the Mint and Adaalet, etc., agreeably to the above list, whatever may be the average receipts for the five last years shall be deducted in the maulguzarry; but for the tax upon strangers, which out of regard to the welfare of the people and the population of the country, I have annulled, you shall have no deduction.

ARTICLE 2.

Whatever may be granted from the Presence to the zemindars, etc., for their support, I am hopeful may be deducted in the maulguzarry.

ANSWER TO ARTICLE 2.

The former zemindars and possessors, who received allowances and support, and who were in possession to the end of last year, and who are not included in the paper delivered to the Presence, shall be continued. Besides these, whatever further allowance for support may be made from the Presence to any zemindar, etc., shall be deducted in the maulguzarry.

ARTICLE 3.

Whatever may be the expenses on account of commission of English gentlemen, etc., I am unable to supply them : on this point I request your orders.

ANSWER TO ARTICLE 3.

Whatever article may be commissioned, you shall receive the price of it; besides, on the Company's account, there shall be no commission.

ARTICLE 4.

The way that the bundobust of affairs has been settled is well known to the Presence. In providing the Maulwajib of the Circar, wherever I may see the means of making an increase of profit, I will make the bundobust accordingly. I am hopeful that no one may receive indulgence from the Presence.

ANSWER TO ARTICLE 4.

Wherever you may see the means of making an increase of profit, you will make the bundobust accordingly. No one shall receive indulgence from the Presence.

ARTICLE 5.

I am hopeful that the troops which shall be appointed from the Presence for the protection of the Circar of Benares, etc., may be stationed agreeably to my request.

ANSWER TO ARTICLE 5.

Wherever troops may be necessary, they shall be stationed.

ARTICLE 6.

Respecting the balances to the end of the year 1188, during Cheyt Sing's administration, I have been ordered from the Presence to collect and pay them to the Circar, I therefore represent that whatever of the balances for the above year I can collect, I will pay to the Circar.

ANSWER TO ARTICLE 6.

Agreed.

No. XXXIII.

SANAND granted to RAJA MAHIP NARAIN BAHADUR for the ZAMINDARI of BENARES, GHAZIPUR, CHUNAR, etc.,—1781.

Be it known to the Mutsaddis in office, present and to come, kanungos, mukaddams and people, resident in and belonging to Sircar Benares, Ghazipur and Chunar, in the Subba of Allahabad, that the Governor General and Council of the Provinces of Bengal, Behar and Orissa, acting on the part of the Honourable East India Company of England, have in virtue of the powers vested in them, and of the right obtained to them by a treaty concluded with the Nawab Asaf-ud-dowla on the 20th Rabi-ul-awal, 1189 Hijri, or 21st May 1775, in which the sovereignty of the Sircars, above mentioned, was ceded to them, from the 4th Jamadi-ul-awal, in 1189 Hijri, or 4th July 1775, appointed Raja Mahip Narain to the zamindari of the said Sircar and to the Amini and Faujdari of the towns and places of the same, agreeable to the Zimmun, except the adalat and Faujdari of the Town of Benares, the powers of the said Raja in that town extending only to the collection of its revenues and to the appointment of officers acting under his authority for that purpose. The said Raja is appointed also to the Kotwali of Jaunpur.

He is not to be in the smallest instance remiss in the observation and execution of the several duties incumbent on him, he is to behave with kindness and moderation to the ryots and people of the Zamindari, he is to promote the cultivation and produce of the lands, and the increase of their inhabitants, he is in all places under his authority to expel thieves, nightly-assaulters, murderers, and all evil-doers and so effectually punish the disturbers of the peace that none shall remain. Thus shall the honour and credit of the East India Company be strengthened, and with them his own. He is in no place to erect forts nor any sort of defences whatsoever within the limits of the Zamindari, not is he to entertain in his employ any troops either horse or foot, for any purpose whatsoever without the order or permission of the Governor General and Council or their successors.

The power of levying forces and erecting and maintaining fortresses are always considered as royalties or appurtenances of the Sovereign State, and will not be exercised by him accordingly; whenever the assistance of troops shall be required to enforce the collection of the revenue or to maintain good order and tranquillity in the country such troops shall be the troops of the Company, furnished by the orders of their representatives.

In consideration of the grant thus made to the said Raja Mahip Narain of the said Zamindari, which is granted to him in perpetuity, while on his part he shall duly fulfil the conditions of it, he is also to pay yearly at Benares unto the said East India Company or any person appointed by its representatives to secure the same, the fixed sum of forty lakhs of Benares Sicca Rupees of full weight and standard, and the said sum of forty lakhs of Benares Sicca Rupees is to be paid as aforesaid in the monthly kist, hereinafter mentioned; but as the rebellious conduct of the late zamindar of this country may in its consequences have been productive of

devastations, the Governor General and Council have been pleased to deduct on this account from the revenue of the present year, 1189 Fasli, the sum of six lakhs sixty-six thousand six hundred and sixty-six Benares Sicca Rupees ten annas and ten gundas such deduction leaving the amount payable to the Company for the present year thirty-three lakhs thirty-three thousand three hundred and thirty-three Benares Sicca Rupees five annas and ten gundas, which is to be paid in the following months and according to the proportions fixed opposite to each of them :—

In Aswin	10,000	0	0
„ Katik	15,000	0	0
„ Aghan	2,78,000	0	0
„ Pus	2,78,000	0	0
„ Magh	2,78,000	0	0
„ Phagun	2,78 000	0	0
„ Chait	2,78 000	0	0
„ Baisakh	2,78 000	0	0
„ Jeth	2,78,000	0	0
„ Asarh	2,78,000	0	0
„ Sawan	2,78,000	0	0
„ Bhadon, which is the end of the year	8,06,333	5	10
Total for the year 1189, Benares Sicca	33,33,333	5	10

The said Raja Mahip Narain is also to pay the Sircar whatever balance he shall be able to collect of the late Raja's administration for the year 1188, with respect to the year 1190 Fasli, and to all future years his revenue is to be paid in the following monthly instalments :—

In Aswin	2,90,009	0	0
	2,90,000	0	0
	2,90,000	0	0
	2,90,000	0	0
, Magh	2,90,00	0	0
, Phagun	2,90,000	0	0
, Chait	2,90,000	0	0
	2,90,000	0	0
, Jeth	2,90,000	0	0
, Asarh	2,90,000	0	
, Sawan	2,90,000	0	0
, Bhadon, which is the end of the year	8,10,000	0	0
Total for the year 1190, and all future years	40,00,000	0	0
and this amount as well as the sum of Sicca Rupees	33,33,333	5	10

for the year 1189 is to be duly and regularly discharged without any deduction whatsoever, excepting the sum allowed to him as an annual compensation for the loss of the profits derived by the former Raja from the Mint at Benares, the business of that office being to be placed in other hands, and the sum allowed as an annual compensation for the loss of the profits which he would have received had the management of the business of the Adalats, Kotwali, and the collection of the duties called Nikas and Kimar Conna in the said town been left to him as it was to Chet Singh. These sums are to be deducted from the annual

amount of his malguzari, and shall be conformable to the average receipt of the late Raja on their account for the last five years, certain jagirs having been granted by Government to persons whose names are recited in the Raja's kistbundi of this date, and certain charity allowances given to the rozinadars, etc., as recited in the same, the Raja is to be careful that the order of the Government be punctually and strictly attended to. He is to be heedful also by no means to collect the prohibited Abwab of the Durga of His Majesty.

The engagements stipulated in this Sanad having been duly fulfilled, the Raja shall in the customary manner receive credit for his payments, and in addition to the receipts given monthly for his monthly malguzari by the person authorized to receive it on account of the Company farigh-khati or general discharge shall be given him at the end of each year, when due, by the Governor General in Council.

This Sanad being granted is to remain in full force. You, the Mutsaddis and persons above mentioned, are to regard Raja Mahip Narain as truly and lawfully possessed of the zemandari, aumini and faujdari of the above Sircar in the manner and to the extent recited in it and to acknowledge his authority in the several acts appertaining thereunto. Know that I, Warren Hastings, Governor General in the name, and with the powers of the Governor General in Council, who are the Company's representatives, have here issued the most strict and positive commands, and obey them accordingly.

Written on the 14th September 1781, answering to the 1st Aswin, 1189 Fasli.

WARREN HASTINGS.

The Zimmun.

The office of the zamindari of Sircar Benares, Ghazipur and Chunar, the kotwali of Jaunpur, the duties and the aumini and faujdari within the limits of the said zamindari in the Subah of Allahabad, excepting the adalat and faujdari of the town of Benares have been conferred upon the great Chief, Raja Mahip Narain Singh, Bahadur.

Sircar Benares.

Sircar Chunar.

Sircar Ghazipore.

The mahals of Sircar Jaunpur, comprehending both mal and sayer.

Haveli Mohemedabad, Benares.

The mahals of the Mulbus Khas.

The pargana Bhadohi.

The taluka Sungra Mow dependent on the pargana of Chandah.

Saktieghur.

Cantit, otherwise called Bijepore.

Secunderpore.

Kherid.

Shadiabad.

Tuppe Serencha.

The Mokkem of Benares.

The Yettismab of officer—Muttussui of Benares.

The Sungwazini or :—weighing of Benares and the other mahals.

WARREN HASTINGS.

No. XXXIV.

TRANSLATION of an AGREEMENT with RAJAH MAHIPNARAIN for the ZEMINDARI of BENARES,—27th October 1794.

The Governor General in Council being at this time desirous to introduce with the consent of Rajah Mahipnarain, the Zemindar, into the Zilla of Benares for the advantage thereof, the same system and rules for the administration of justice and for the concerns of the revenue as was in 1793 established within the Provinces of Bengal, Behar, and Orissa during the Government of Marquis Cornwallis, and the said Rajah having, after consideration of the said circumstances, agreed to and approved thereof, so as that from the beginning of 1202 *Fussiles*, the administration of justice, which hath hitherto remained in the hands of natives, shall be conducted by English gentlemen, and that there shall also be separately appointed a Collector (being in like manner a British subject) for the realization of the revenue, whilst the duties of the Court of Appeals are to be conducted under similar regulations as are provided to that effect in Bengal, and for as much as the support of all these establishments will occasion to the Hon'ble Company's Government an increase of expense at the same time that under the operation of the permanent settlement concluded in 1197 the resources from the district bear also, under the favour of the Almighty, a prospect of increase; therefore with a view to provide for the said charges, which are solely to be incurred for the prosperity and advantage of the four Sircars composing the Zillah of Benares, the following articles have, with the privity of the Governor General in Council, been settled and concluded on between the said Rajah and Mr. Duncan, to be observed and followed in time to come, from the introduction of the new establishments :—

Article the 1st.—Out of the surplus revenue, over and above the 40 lakhs of rupees, which including the articles of deduction were stipulated to be payable by Rajah Mahipnarain, according to the estimrary pottah which he received from the Hon'ble Warren Hastings, Esquire, in the year 1781, one lakh of rupees per annum is, without fail, to be received from the Moolky Treasury by Rajah Mahipnarain, exclusive of the jaghirs and altumghas that are now in his possession, and the remaining surplus is to be annually expended in this district, and applied, under the authority of the Company's Government, towards the charges of the

civil and judicial establishments in the support of the new and old Courts, and for the maintenance of the pautsalla or Hindoo college, and for repairing the roads and constructing bridges, and promoting the cultivation, etc.

2nd.—The revenue settlement made of the lands within the Raje of Benares, etc., having taken place with the privity and approbation of Rajah Mahipnarain Sing, Bahadur, the pottahs, receipts, and farigh-khutties, or acquittances thereof, are passed under the seal and signature of the said Rajah to the aumils, zemindars, and farmers, and the dufter or office, and khazanchi or treasurer of the said Rajah, having always remained for the carrying on of the country (*i.e.*, revenue) business, the said signature, seal, office and treasurer are to remain in force and to be continued as usual.

3rd.—In case of complaints relative to revenue causes or charity ground, etc., being preferred to the Huzoor (*i.e.*, the English Government) by any parties residing within the jaghir and altumgha, etc., the personal or private lands of Rajah Mahipnarain Sing, the enquiry thereunto shall be made in like manner as such cases were amicably conducted between Mr. Duncan and the Rajah, that is, that since the gentleman holding the station of Collector will have more concern and connection with such matters than the other gentlemen, the rule shall be that with the privity and ascertainment of the said Collector (who is to have regard to the honour and dignity of the said Rajah), such causes are to be settled through the channel of the said Rajah, or of the officers of the said Rajah's cutcherry, it being at the same time understood and provided that as it is a duty incumbent on the Hon'ble Company's Government to distribute and ensure the attainment of justice to all the inhabitants of Benares, should it so happen that after referring such complaints to the Rajah, or to his officers in the cutcherry, the contentment of the parties complaining and aggrieved shall not be obtained, the Rajah shall, relative to the adjustment of such causes, listen to, and approve of, the suggestions and advice of the Collector, in like manner as hath been practised in the time of Mr. Duncan; and it is also incumbent on the said Collector, in all proper and just cases, to show the utmost attention possible to the Rajah's accommodation, and to hold in view the maintenance of his honour and dignity, such being entirely consistent with the wishes of Government; and if (which God forbid) any such subject should arise as cannot be settled between the said Collector and the Rajah aforesaid, the decision on such cause shall depend on the Governor-General in Council.

Wherefore this ekrarnama hath, with the privity and approbation of the Governor-General in Council, been written and concluded between Rajah Mahipnarain Sing, Bahadur, the Zemindar of the Zillah of Benares, etc., and Mr. Duncan, who is at present in the station of Resident at Benares, on the part of the Government of the English East India Company.

Dated the 27th October 1794.

JONATHAN DUNCAN,

Resident.

No. XXXV.

SANAD granted to RAJA UDIT NARAIN SINGH BAHADUR,—1796.

Be it known to the Mutsaddis in office, present and to come, Zamindars, Chaudhris, Kanungos, Mukaddams, cultivators and residents of Sircars Benares, Chunar, Jaunpur and Ghazipur, etc., in the Suba of Allahabad.

Whereas the Zamindari of the Sircars of Benares, etc., had after the expulsion of Raja Chet Singh, been assigned by the Company's Government to Raja Mahip Narain Singh Bahadur who from that date appears to have acted to the satisfaction of the Company and strictly in accordance with the terms laid down in the agreement, dated 27th October 1794, corresponding with 2nd Rabi-ul-sani 1202 Fasli which has been entered into between him and the Hon'ble Jonathan Duncan, the Chief Officer at Benares, with the knowledge and sanction of His Excellency the Governor General and in the management of his zamindari. He having lately died, therefore in consideration of the just rights of his son Raja Udit Narain Singh Bahadur the zamindari of the above together with the jagir mahals and altumgha, etc., belonging to him have with the same privileges and rights as enjoyed by his father Raja Mahip Narain Singh, deceased, been allotted and assigned to him from the Kharif, 1203 F. S., by the Company's Government, you the mutsaddis, etc., should therefore consider the said Raja as permanent Zamindar of the Sircars, etc., alluded to and shall obey such of his orders as may be favourable to the interests of Government and at the same time advantageous to the ryots, and you shall not require from him a new Sanad every year and the Raja will be bound to comply with the stipulation specified in the above agreement and to exert himself in accordance with those terms in the management of his zamindari so that we shall hear good accounts of his management. Be careful to carry the above orders into execution.

Written on the 30th September 1796 or 17th Asin 1203 F.

No. XXXVI.

SANAD granted to RAJA ISHRI PRASAD NARAIN SINGH BAHADUR,—1835.

Be it known to the Mutsuddies in office, present and to come, Choudhris Kanungos, Mokaddams, cultivators, ryots and residents of Sircars Benares, Chunar, Jaunpur and Ghazipur, etc., in the Suba of Allahabad.

Whereas the zamindari of the Sircars of Benares, etc., had after the expulsion of Raja Chet Singh been assigned by the Company's Government to Raja Mahip Narain Singh Bahadur who from that date would appear to have acted strictly in accordance with the terms laid down in the agreement, dated 27th October 1794 corresponding with 2nd Rabi-us-sani, 1202 Fasli, which had been entered into between him and the Hon'ble Jonathan Duncan, Chief Officer at Benares

under sanction of His Excellency the Governor-General and given satisfaction in the management of his zamindari.

After his death Raja Udit Narain Singh Bahadur, his son, was confirmed in the zamindari under a Sanad dated 30th September 1796 on the same terms as were entered into by his father who also gave satisfaction and gained the favour of Government. He having lately died, therefore, in consideration of the just rights of his adopted son, Raja Ishri Prasad Narain Singh Bahadur, the zamindari of the above Sircars, together with the jagir, Mahals and altumgha, etc., belonging to him have been with the same privileges and rights as enjoyed by his father, Raja Udit Narain Singh, deceased, granted unto him from Kharif, 1242 Fasli, by the Company's Government.

You, the mutsaddies, etc., should therefore consider the said Raja as permanent zamindar of the Sircars, etc., above mentioned and shall obey such of his orders as may be favourable to the interests of Government and at the same time advantageous to the ryots and you should not require from him a new Sanad every year and the Raja will be bound to comply with the stipulations specified in the above agreement and to exert himself in accordance with those terms in the management of his zamindari, so that we shall hear good accounts of his management. Be careful to carry the above orders into execution.

Written on the 29th July 1835, corresponding with 2nd Rabi-us-sani 1235 Hijri or 19th Sawan, 1242 Fasli.

No. XXXVII.

ADOPTION SUNNUD granted to HIS HIGHNESS MAHA RAJAH ISHREEPERSAUD NARAIN SINGH BAHADOOR, BENARES,—11th March 1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, in fulfilment of this desire this Sunnud is given to you to repeat to you the assurance, which has been already communicated to you on the 24th April last, that, on failure of natural heirs, the British Government will permit and confirm any adoption of a successor made by yourself or by any future Chief of your State that may be in accordance with Hindoo law and the customs of your race.

Be assured that nothing shall disturb the Engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

CANNING.

Dated 11th March 1862.

(6) A sum of Rs. 1,90,000 shall be payable annually by the Ruling Chief of Benares as tribute due from his State to the British Government.

(7) The Ruling Chief of Benares shall not, without the previous sanction of the Lieutenant-Governor of the United Provinces of Agra and Oudh, build any new fortresses or strongholds, or repair the defences of any existing fortresses or strongholds in the State of Benares.

(8) The Ruling Chief of Benares shall not, without the permission of the Lieutenant-Governor of the United Provinces of Agra and Oudh, import or permit to be imported into the State of Benares arms, ammunition, or military stores, or allow their manufacture.

(9) The military force employed in the State of Benares for the maintenance of internal order, and the Ruling Chief's personal dignity, shall not exceed the strength which the Lieutenant-Governor of the United Provinces of Agra and Oudh, under instructions from the Governor-General of India in Council, may from time to time fix.

(10) The Ruling Chief of Benares shall abstain from interference in the affairs of any other State or Power, and shall have no communication or correspondence with any other State or Power, or the Agents or Officers of any other State or Power, except with the previous sanction and through the medium of the Lieutenant-Governor of the United Provinces of Agra and Oudh.

(11) The Ruling Chief of Benares shall not employ in his service any person not a native of India without the previous sanction of the Lieutenant-Governor of the United Provinces of Agra and Oudh, and shall, on being required by the said Lieutenant-Governor, dismiss from his service any person so employed.

(12) The coins of the Government of India shall be the legal tender in the State of Benares, as heretofore, and no separate coinage shall be permitted.

(13) The Ruling Chief of Benares shall grant all land that may be required by the Lieutenant-Governor of the United Provinces of Agra and Oudh for lines of telegraph or railways or for any other public purposes, and shall receive in respect of such grants such compensation, if any, as may seem to the said Lieutenant-Governor to be proper. Compensation due to under-proprietors and tenants for such appropriations will be paid by the Lieutenant-Governor under the same rules as in British territory.

(14) The Postal and Telegraph systems within the State of Benares shall continue under the Government of India, and shall be managed as if the said State had continued to be British territory.

(15) The Ruling Chief of Benares shall cause or permit to be executed in the State of Benares all warrants, summonses, decrees, or other processes, civil, criminal, or revenue, issued by competent authority in British territory as if the said State had continued to be British territory.

(16) The Ruling Chief of Benares shall cause to be arrested and surrendered to the proper officers of the British Government any person or persons within the State of Benares accused of having committed an offence in British India for

whose arrest and surrender a demand may be made by the Political Agent for the State; and he shall afford every assistance for the trial of such persons by causing the attendance of the witnesses required, and by such other means as may be necessary.

(17) Plenary criminal jurisdiction in the State of Benares over servants of the British Government and over European British subjects shall continue to be vested in the Lieutenant-Governor of the United Provinces of Agra and Oudh and his officers.

(18) The Ruling Chief of Benares shall comply with the wishes of the Lieutenant-Governor of the United Provinces of Agra and Oudh in all questions relating to excise, opium, intoxicating drugs, salt, and the cultivation of poppy.

(19) The administration of the State of Benares shall, save as otherwise provided by this Instrument, be regulated by the principles and spirit of the laws for the time being in force in the province of Agra, and except with the previous sanction of the Lieutenant-Governor of the United Provinces of Agra and Oudh the Ruling Chief of Benares shall not pass any laws inconsistent therewith.

(20) No material change in the system of administration as established when His Highness Maharaja Sir Prabhu Narain Singh, G.C.I.E., is placed in possession of the State of Benares shall be made without the consent of the Lieutenant-Governor of the United Provinces of Agra and Oudh.

(21) All rights acquired under the laws now in force shall be maintained, and all settlements of land revenue now current in the State of Benares shall continue until the period for which they have been made has expired and until fresh settlements have been made.

(22) Any person who, immediately before the date of this Instrument, being a British subject, was the proprietor of any land or had any kind of right in land or was the owner of, or had any kind of right in, houses or other immoveable property situate in the State of Benares may, within one year from such date but not thereafter, call upon the Ruling Chief of Benares to acquire such land, houses or immoveable property, or such rights therein.

The Ruling Chief of Benares shall thereupon acquire such land, houses or immoveable property or such rights therein, and shall, with all due despatch, pay therefor such compensation as the Lieutenant-Governor of the United Provinces of Agra and Oudh may approve. In determining the amount of compensation to be paid for such land, houses or immoveable property or such rights therein the said Lieutenant-Governor shall, as far as may be, have regard to the corresponding law relating to compensation for the compulsory acquisition of land for the time being in force in British India.

(23) The Ruling Chief of Benares shall at all times conform to such advice as the Lieutenant-Governor of the United Provinces of Agra and Oudh, subject to the control of the Governor-General of India in Council, may offer him with a view to the management of his finances, to the settlement and collection of his revenues, the imposition of taxes, the administration of justice, the appointment

or dismissal of his principal officers, executive or judicial, and the relations between him and his subjects.

(24) The Commissioner of Benares shall be Political Agent to the Lieutenant Governor for the State of Benares.

(25) Sentences of death shall be immediately reported to the Political Agent, and shall be subject to confirmation by the Lieutenant-Governor of the United Provinces of Agra and Oudh. The Political Agent shall exercise general revisionary power in all criminal cases.

(26) The right to repeal or amend in any way and at any time Bengal Regulation VII of 1828 or any other regulation or law in virtue of which the Raja of Benares enjoys any special privileges within the pargana of Kaswar Raja which heretofore was included in the Family Domains, but is excluded from the State of Benares constituted by this Instrument, is hereby expressly reserved to the Lieutenant-Governor of the United Provinces of Agra and Oudh.

Within the other estates now in possession of His Highness Sir Prabhu Narayan Singh, G.C.I.E., which are outside the State of Benares, he shall continue to have the status and responsibilities of a landholder under the ordinary law and within the pargana of Kaswar Raja he shall assume that status and those responsibilities.

(27) In the event of the breach or non-observance by the Ruling Chief of Benares of any of the foregoing conditions, the Lieutenant-Governor of the United Provinces of Agra and Oudh, under the instructions of the Governor-General of India in Council, may resume possession of the State of Benares and assume the direct administration thereof, or make such other arrangements as may be thought necessary to provide adequately for the good government of the people concerned, or for the security of British rights and interests.

(28) Should any question arise as to whether any of the above conditions have been faithfully performed, or as to whether any person is entitled to succeed, or is fit to succeed, to the administration of the State of Benares, the decision thereon by the Governor-General of India in Council shall be final.

FORT WILLIAM,
The 1st April 1911.

HARDINGE OF PENSHURST,
Viceroy and Governor-General of India.

SCHEDULE.

(*a*) Bhadohi Pargana :—area 391·6 square miles.

(*b*) Kera Mangraur Pargana :—area 473·9 square miles.

(*c*) Ramnagar Fort and its appurtenances as specified in the two specifications, following :—area 233 acres.

I.—The specification of Fort Ramnagar and its immediate appurtenance as shown on the map No. I attached.

The boundary begins on the north-west corner, where the moat or ditch surrounding a good deal of the fort joins the River Ganges. It goes along in an almost easterly direction, following the outward boundary of the ditch, skirting the basti called Mallahia Tola and beyond that Ramnagar Kohna. The line makes a turn much more to the south just in front of the big tamarind tree and passes in front of the Bhunja's shop following the watercourse into the front of the north-eastern bastion of the fort, where it takes an almost southerly course just in front of the lane going northward to Tgmoli Tola. After going almost southward up to the front of the temples it takes a sharp turn towards east, skirting pucca shops and passing beyond Diwan's quarters up to a point just opposite the north-eastern corner of the saluting enclosure and on the western extremity of another lane going to Teliana. Here it crosses the main metalled road and passes due eastward, touching the eastern masonry boundary of the saluting enclosure. It turns again on the south-eastern corner of the enclosure, following its southern boundary due west and deflects due north from the south-west corner of the enclosure up the southern end of the western gate of the enclosure, where it goes straight westward, touching the southernmost wall of the tahsil building, crossing the workshop (kachcha) in a straight westerly direction behind the lines, till it emerges into the ditch near a nim tree just in front of the eastern bastion of the fort. From here it turns southwards, following the course of the ditch, skirting the basti called the Noniauti up to the south-eastern bastion, where it takes a westerly direction till the ditch joins the river-bed. Here the line takes a south-westerly direction to include a temple and the priest's house and deflects again westward till it joins the river. The boundary line passes six feet in front of the shops. The river boundary shown in the map is from the low water-marks.

The area of this fort and appurtenance is 20·7 acres.

II.—Specification of the further appurtenance as shown in the map No. II attached.

The boundary line of the additional appurtenance of the Fort of Ramnagar (Benares) begins just at the foot of a banyan tree (practically opposite the big well with the Hanuman god temple) at a point where a kachcha road branches off due west from the pucca public road, from Ramnagar town towards the Dufferin Bridge at Benares, skirting the garden belonging to the Aussanganj estate. The boundary leaves this kachcha road on its left hand passing by its northern extremity skirting the huts of the Ahirs belonging to His Highness's cow stables. After going in a straight westerly direction up to the point where there is a plum-tree it takes an almost southern turn following the bend of the kachcha road enclosing the Maharaja's elephant stables and almost parallel to the western enclosure of the Aussanganj garden to a point where there is a pucca well. From this point

it turns straight westwards leaving a narrow kachcha road on its south to a point where there is a nim tree and cross roads. From here the line takes a due northerly direction following the course of the public kachcha road to Kathesar village, leaving the road on its western side flanking a garden and some fields till a point where there is junction of three roads. From here it takes due easterly direction following another kachcha road leading to the public main road (pucca) from Ramnagar town to the Dufferin Bridge. After cutting this public road it goes straight to the enclosure wall of the Kumar's summer-house often named the guest-house and the garden belonging to it. After touching the enclosure of this house the line follows almost touching the enclosure due northwards behind the District Board avenues of trees, leaving the latter on its western side till a point where there is a small bridge and where the enclosure ends in its northernmost extremity. From this point the boundary line runs straight eastwards enclosing a private road flanking some fields and enclosing the parade ground of the Maharaja's troops and the mango-groves known as Bharat Bag up to the north-eastern extremity of the latter named garden to a point where a channel for the discharge of the surplus water of the tank is met. From here the boundary line takes an almost south-easterly direction following the bend of the kachcha private road and enclosing it till it meets the pucca private road encircling the big pucca tank opposite the north-western minaret adorning the tank. From this point the line takes a due easterly direction enclosing the pucca private road and touching the fencing of a field and parallel to the northern side of the big tank till it reaches the wall of a garden named Durga Bag containing a masonry well and a reservoir for a fountain almost opposite the north-eastern minaret adorning the temple. Following the southern wall of this garden and running parallel to the channel for the inflow of the water to the big tank the line takes a due eastern direction to a point where there is a mango tree off 50 feet north. From here it turns due south enclosing the temple garden and the temple of the family gods of His Highness parallel to the western side of a garden named Khalwa-ka-bari to a point 69 feet from the south-eastern corner of the pucca temple enclosure. From here the line turns due west parallel to the walls of the temple till it joins the pucca private road encircling the tank and then turns southward parallel to the road enclosing it till a point opposite to a mound of earth belonging to the kachcha tank of Ausanganj estate, 24 feet west of a mango tree. From here the line turns straight west parallel to the walls of the garden named Ram Bag, the Maharaja's summer residence, and leaving the kachcha tank on the southern side till it reaches another mound of earth of the same tank and passing it touches the masonry enclosure wall of another garden called Gulab Bag, leaving the basti Kutloopur on the south side. From here it takes a due southern course touching the masonry walls of this garden and leaving the village on its eastern side and then turning to west at a point where the eastern garden wall ends. From here it goes straight westwards touching the boundary of this garden till it touches the enclosure of another mango garden called Girja Bag. From here it turns southward again till it joins a private kachcha road leading from the public pucca road and then turns due west taking in the private kachcha road touching some orchards and parallel to the kachcha

enclosure of Girja Bag till it again touches the main pucca public road from Ramnagar to Benares and then cutting it joins the eastern walls of the Maharaja's cow stables and then almost touching it turns southward till it touches the banyan tree again from where it began. The area of this additional appurtenance is 212·3 acres.

No. XXXIX.

ASSURANCE given to HIS HIGHNESS the MAHARAJA OF BENARES regarding the payment in perpetuity of certain payments made to him by the BRITISH GOVERNMENT under the INSTRUMENT of TRANSFER,—1913.

Whereas the State of Benares was constituted by the Instrument of Transfer dated the 1st April 1911; And whereas it has been brought to the notice of Government that paragraph 2 (2) of the said Instrument may be interpreted as meaning that the annual payment by the British Government of a lakh of rupees to the Benares State is personal to His Highness Maharaja Sir Prabhu Narayan Singh Bahadur, G.C.I.E.: And whereas the said Instrument of Transfer is silent regarding the undermentioned annual payments made to the Maharaja :—

(a) Rs. 14,856 (Rupees fourteen thousand eight hundred and fifty-six) for the *Mulki* treasuries;

(b) Rs. 4,562-8 (Rupees four thousand five hundred and sixty-two and annas eight) compensation for the abolition of the Kamachha abkari; and

(c) Rs. 1,000 (Rupees one thousand) for surrendering to Government his right as hereditary revenue collector of Karnadandi.

It is, with the approval of the Government of India, hereby declared as follows :—

(1) That the various payments described above will be continued to His Highness Maharaja Sir Prabhu Narayan Singh Bahadur, G.C.I.E., of Benares, and his successors in perpetuity.

(2) That it was not the intention of the Instrument of Transfer dated the 1st April 1911 to limit the payment of one lakh of rupees to the life time of the present Maharaja.

(3) That the omission to mention the other payments was not intentional and does not affect them.

J. S. MESTON,

Lieutenant-Governor of the
United Provinces of Agra and Oudh.

NAINI TAL,

The 9th July 1913.

No. XL.

SANAD granted to HIS HIGHNESS SIR PARBHU NARAYAN SINGH BAHADUR, G.C.I.E., MAHARAJA of BENARES,—1918.

I hereby confer upon Your Highness the title of Maharaja as an hereditary distinction for your services in connection with the war.

DELHI,	CHELMSFORD,
The 1st January 1918.	*Viceroy and Governor-General of India.*

No. XLI.

SUPPLEMENTARY INSTRUMENT of TRANSFER,—1919.

Whereas by an Instrument of Transfer, dated the 1st day of April 1911 (hereinafter called the Principal Instrument), the administration of *inter alia* certain territories comprising an area of 233 acres in the schedule to the said Instrument more particularly specified and therein referred to as " Ramnagar Fort and its appurtenances " was transferred and made over to His Highness Maharaja Sir Parbhu Narayan Singh Bahadur, G.C.I.E., Maharaja of Benares, upon the terms and subject to the conditions and restrictions by the said Instrument set forth and declared.

And whereas the Governor-General in Council in India with the approval of His Majesty's Secretary of State for India has decided for the purpose of extending the confines of the State of Benares, as by the said Instrument constituted, to transfer and make over to the said Maharaja the administration of certain additional territories (hereinafter called the said territories) including the revenue villages of Ramnagar, Bazidpur, Kodupur, Kutlupur, Ralhupur Khas, Tengra, Bhiti and Sultanpur and comprising with the abovementioned area of 233 acres a total of 3,198·02 acres as detailed in the schedule hereto annexed, the whole of which area is delineated upon the map * hereto annexed and thereon shown as enclosed within a red boundary line.

And whereas, as part of the said arrangement and in consideration of the said transfer, the said Maharaja has agreed to certain modifications of the terms and conditions embodied in the Principal Instrument so far as affects the said area of 233 acres.

It is hereby witnessed and declared that as from the 6th day of August 1919 the administration of the said territories is transferred and made over to the said Maharaja, and the said territories shall be deemed to be a part of and included in the said State but subject nevertheless to all the terms conditions and restrictions set forth and declared by the Principal Instrument, save and except that

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* Not reproduced.

it is hereby agreed and declared that the sum of Rs. 1,90,000 payable annually by the Ruling Chief of Benares as tribute due from his State to the British Government under Clause (6) of the Principal Instrument shall be raised to Rs. 2,19,000 and that the procedure prescribed by clauses (15) and (16) of the Principal Instrument in the matter of the arrest and surrender of persons accused of having committed an offence in British India shall in the whole of the area delineated upon the said map be subject to the following modifications that is to say—

(*i*) If an officer of the Benares District police of rank not inferior to a sub-inspector requests the police of the State to make an arrest within the said area in a case in which the police could arrest without warrant in British India, the arrest shall be made and the person arrested shall be sent at once to the Magistrate of Ramnagar for orders.

(*ii*) Warrants issued by Magistrates in the Benares District for the arrest and surrender of criminals in the said area shall be sent direct to the Magistrate of Ramnagar and the accused shall thereupon be surrendered at once without the intervention of the Political Agent.

CHELMSFORD,

Viceroy and Governor-General of India.

SIMLA;

The 6th August 1919.

Schedule.

The revenue villages of—		Area		Remarks.
Kodupur	area	595·03	acres	Up to the edge of the bed of the river Ganges where they adjoin that river.
Ramnagar	„	803·74	„	
Ralhupur	„	224·25	„	
Basidpur	„	68·20	„	
Kutlupur	„	95·43	„	
Sultanpur	„	301·06	„	
Bhiti	„	1,004·36	„	
Tengra	„	105·93	„	
Total		3,198·02	„	

NOTE.—The areas of the villages Ramnagar, Basidpur, Kutlupur and Kodupur given above include the area of the fort and its appurtenances amounting to 233 acres which is already included in the State.

No. XLII.

TREATY between the NABOB SHUJAH-UL-DOWLA, the NABOB NUDJUM-UL-DOWLA, and the ENGLISH COMPANY, executed at ILLIABAD,—the 16th of August 1765.

(*Sealed and approved of by the King.*)

Whereas, the Right Honourable Robert, Lord Clive, Baron Clive of Plassey, Knight Companion of the Most Honourable Order of the Bath, Major-General and Commander of the Forces, President of the Council, and Governor of Fort William, and of all the Settlements belonging to the United Company of Merchants of England trading to the East Indies, in the Provinces of Bengal, Behar, and Orissa; and John Carnac, Esq., Brigadier-General, Colonel in the service of the said Company, and Commanding Officer of their Forces upon the Bengal Establishment, are invested with full and ample powers on the behalf of His Excellency the Nabob Nudjum-ul-Dowla, Soubahdar of Bengal, Behar, and Orissa, and likewise on the behalf of the United Company of Merchants of England trading to the East Indies, to negotiate, settle, and finally to conclude a firm and lasting peace with His Highness the Nabob Shujah-ul-Dowla, Vizier of the Empire: Be it known to all those to whom it may or shall in any manner belong, that the above-named Plenipotentiaries have agreed upon the following Articles with His Highness:—

ARTICLE 1.

A perpetual and universal peace, sincere friendship, and firm union shall be established between His Highness Shujah-ul-Dowla and his heirs, on the one part, and His Excellency Nudjum-ul-Dowla, and the English East India Company on the other; so that the said contracting powers shall give the greatest attention to maintain between themselves, their dominions, and their subjects this reciprocal friendship, without permitting, on either side, any kind of hostilities to be committed, from henceforth, for any cause, or under any pretence whatsoever, and everything shall be carefully avoided which might hereafter prejudice the union now happily established.

ARTICLE 2.

In case the dominions of His Highness Shujah-ul-Dowla shall at any time hereafter be attacked, His Excellency Nudjum-ul-Dowla and the English Company shall assist him with a part or the whole of their forces, according to the exigency of his affairs, and so far as may be consistent with their own security: and if the dominions of His Excellency Nudjum-ul-Dowla or the English Company shall be attacked, His Highness shall, in like manner, assist them with a part or the whole of his forces. In the case of the English Company's forces being employed in His Highness' service, the extraordinary expense of the same is to be defrayed by him.

ARTICLE 3.

His Highness solemnly engages never to entertain or receive Cossim Ally Khan, the late Soubahdar of Bengal, &c., Sombre, the assassin of the English, nor any of the European deserters, within his dominions, nor to give the least countenance, support, or protection to them. He likewise solemnly engages to deliver up to the English whatever Europeans may in future desert from them into his country.

ARTICLE 4.

The King Shah Aalum shall remain in full possession of Cora, and such part of the Province of Illiabad as he now possesses, which are ceded to His Majesty, as a royal demesne, for the support of his dignity and expenses.

ARTICLE 5.

His Highness Shujah-ul-Dowla engages, in a most solemn manner, to continue Bulwant Sing in the zemindarries of Benares, Ghazepore, and all those districts he possessed at the time he came over to the late Nabob Jaffier Ally Khan and the English, on condition of his paying the same revenue as heretofore.

ARTICLE 6.

In consideration of the great expense incurred by the English Company in carrying on the late war, His Highness agrees to pay them (50) fifty lakhs of rupees in the following manner; *viz.*, (12) twelve lakhs in money, and a deposit of jewels to the amount of (8) eight lakhs, upon the signing of this Treaty; (5) five lakhs one month after, and the remaining (25) twenty-five lakhs by monthly payments, so as that the whole may be discharged in (13) thirteen months from the date hereof.

ARTICLE 7.

It being firmly resolved to restore to His Highness the country of Benares, and the other districts now rented by Bulwant Sing, notwithstanding the grant of the same from the King to the English Company, it is therefore agreed that they shall be ceded to His Highness in manner following, *viz.*, they shall remain in the hands of the English Company, with their revenues, till the expiration of the Agreement between Bulwant Sing and the Company being on the 27th of November next; after which His Highness shall enter into possession, the Fort of Chunar excepted, which is not to be evacuated, until the 6th Article of this Treaty be fully complied with.

ARTICLE 8.

His Highness shall allow the English Company to carry on a trade, duty free, throughout the whole of his dominions.

ARTICLE 9.

All the relations and subjects of His Highness, who in any manner assisted the English during the course of the late war, shall be forgiven, and no ways molested for the same.

ARTICLE 10.

As soon as this Treaty is executed, the English forces shall be withdrawn from the dominions of His Highness, excepting such as may be necessary for the garrison of Chunar, or for the defence and protection of the King in the City of Illiabad, if His Majesty should require a force for that purpose.

ARTICLE 11.

His Highness the Nabob Shujah-ul-Dowla, His Excellency the Nabob Nudjum-ul-Dowla, and the English Company promise to observe sincerely and strictly all the Articles contained and settled in the present Treaty; and they will not suffer the same to be infringed, directly or indirectly, by their respective subjects: and the said contracting powers, generally and reciprocally, guarantee to each other all the stipulations of the present Treaty.

Signed, sealed, and solemnly sworn to, according to their respective faiths, by the contracting parties, at Illiabad, the 16th day of August, in the year of Our Lord 1765 in the presence of us,

EDMUND MASKELYNE.

ARCHIBALD SWINTON.

GEORGE VANSITTART.

CLIVE

JOHN CARNAC.

SHUJAH-UL-DOWLA'S Seal and Ratification.

MIRZA KOSSIM KHAN.

RAJAH SHITABROY.

MEER MUSHALA.

FORT WILLIAM;
September 30th, 1765.

No. XLIII.

TREATY between the COMPANY and the VIZIER SHUJAH-UL-DOWLA,—29th November 1768.

Whereas, unbecoming rumours have been propagated abroad, which tend to the interruption of the firm friendship, union, and confidence formerly established between His Highness the Nabob Shujah-ul-Dowla, Vizier of the Empire, on the one part, and the Right Honourable Robert, Lord Clive, and General John Carnac, on behalf of the deceased Nabob Nudjum-ul-Dowla, late Soubahdar of Bengal,

Signed, sealed and solemnly sworn to, according to their respective faiths, by the contracting parties, at Benares, the 29th day of November, in the year of Our Lord 1768, in the presence of us,

GABRIEL HARPER.

C. W. BOUGHTON.

W. M. COXE.

I promise to disband all the troops which I now entertain, exceeding the number of thirty-five thousand horse and foot, and to comply with all the Articles stipulated in the Treaty, within the space of three months.

Written the 19th of the month of Rajib, the year of Hegira 1182, which answers to the 29th of November 1768.

No. XLIV.

AGREEMENT between HIS HIGHNESS the NABOB SHUJAH-UL-DOWLA, VIZIER of the EMPIRE on one part, and BRIGADIER-GENERAL SIR ROBERT BARKER, COMMANDER-IN-CHIEF of the FORCES of the UNITED COMPANY of MERCHANTS of ENGLAND trading to the EAST INDIES, under their PRESIDENCY of BENGAL, on the part of the said COMPANY, on the other, relative to the FORCES of the ENGLISH EAST INDIA COMPANY possessing the FORT of CHUNAR GUR, in the zemindarry of the RAJAH CHEYT SINGH,—20th March 1772.

Be it known to all those to whom it may or shall in any manner belong, that the above-mentioned General Sir Robert Barker has agreed upon the following Articles with His Highness relative to the said Fort :—

First.—The better to enable the East India Company to assist His Highness with their forces for the preservation of his dominions, conformable to a Treaty of Peace between the Right Honourable Lord Clive and John Carnac, Esq. (on the part of Nudjib-ul-Dowla, Soubahdar of Bengal, Behar, and Orissa, and likewise on the part of the United Company of Merchants of England trading to the East Indies), and the Nabob Shujah-ul-Dowla, Vizier of the Empire, done at Allahabad, on the 16th day of August, in the year of Our Lord one thousand seven hundred and sixty-five, His Highness has delivered up to them the Fort of Chunar Gur, in the zemindarry of Rajah Cheyt Sing, to be held by them, and to be garrisoned solely by their troops, as long as it may be necessary for the support of His Highness' interest or the interest of the English East India Company, and for the preservation of the Provinces of Bengal, Behar and Orissa.

Second.—Upon any occasion where it may be necessary for the English Company to withdraw their forces and evacuate the Fort of Chunar Gur, in that case the Fort shall be delivered to His Highness the Nabob Shujah-ul-Dowla, and in

like manner whenever the troops of the English East India Company shall advance on the west side of the river Caramnassa, the said Fort shall at all times be evacuated for them and their sole use and purpose.

Third.—Whatever expenses shall be incurred by the English East India Company for repairs or additions in the fortifications or for the erecting or repairing magazines, store houses, and barracks, such expenses shall be reimbursed by His Highness upon the re-delivery of the said Fort to him, but it has been determined the said expenses shall not exceed four lakhs of rupees, and the accounts to be examined by proper persons for each party.

ROBERT BARKER.

Signed and sealed by the contracting parties at the Camp at Saundee, this 20th day of March, in the year of Our Lord One Thousand Seven Hundred and Seventy-Two.

In the presence of us,

GABRIEL HARPER.

JOHN COCKERELL.

WILLIAM DAVY.

No. XLV.

AGREEMENT between HIS HIGHNESS the NABOB SHUJAH-UL-DOWLA, VIZIER of the EMPIRE on one part, and BRIGADIER-GENERAL SIR ROBERT BARKER, COMMANDER-IN-CHIEF of the FORCES of the UNITED COMPANY of MERCHANTS of ENGLAND trading to the EAST INDIES, under their PRESIDENCY of BENGAL, on the part of the said COMPANY, on the other, relative to the FORT of ALLAHABAD,—20th March 1772.

Be it known to all those to whom it may or shall in any manner belong, that General Sir Robert Barker has agreed upon the following Articles with His Highness relative to the said Fort :—

First.—His Majesty Shah Allum having been pleased to confer on and make over to the Nabob Shujah-ul-Dowlah, Vizier of the Empire, the Fort of Allahabad, whenever His Excellency shall demand the said Fort, at the expiration of ten days after such demand shall be made, the troops of the English East India Company shall evacuate the said Fort and deliver it up to His Excellency.

Second.—The troops of the English East India Company shall garrison the Fort of Allahabad in the same manner on the part of the Vizier, as heretofore they held it for the King, until it is demanded by the Nabob Shujah-ul-Dowla, unless the said Company may find it necessary to withdraw their troops and conse-

quently evacuate the said Fort before such a demand may be made. In such case timely notice to be given to His Excellency.

ROBERT BARKER.

Signed and sealed by the contracting parties at the Camp at Saundee, this 20th day of March, in the year of Our Lord One Thousand Seven Hundred and Seventy-Two.

In the presence of us,

GABRIEL HARPER.

JOHN COCKERELL.

WILLIAM DAVY.

No. XLVI.

TREATY with the NAWAB VIZIER SHUJAH-UL-DOWLA,—7th September 1773.

The Vizier of the Empire, Asuph Jah Shujah-ul-Mulck, the Nabob Shujah-ul-Dowla, Aboo-ul-Munsoor Cawn Behauder, Sifdar Jung, Sippah Salah, on the one part, and Warren Hastings, Esquire, President of the Council, Governor of Fort William, and Commander-in-Chief of the Forces of the English Company, in the Provinces of Bengal, Behar, and Orissa, for and in the name of the English Company, on the other part, do agree on the following Articles:—

ARTICLE 1.

Whereas, in the Treaty concluded at Allahabad, the 16th August 1765, between the Vizier and the Company, it is expressed that the districts of Corah and Allahabad were given to His Majesty for his expenses; and whereas, His Majesty has abandoned the possession of the aforesaid districts, and even given a Sunnud for Corah and Currah to the Mahrattas, to the great prejudice of the interests both of the Vizier and of the English Company, and contrary to the meaning of the said Treaty, and hath thereby forfeited his right to the said districts, which have reverted to the Company from whom he received them; it is therefore agreed, that the aforesaid districts shall be put into the possession of the Vizier on the following conditions, and that, in the same manner as the Province of Oudh and the other dominions of the Vizier are possessed by him, so shall he possess Corah and Currah, and Allahabad, for ever. He shall by no means, and under no pretence, be liable to any obstructions in the aforesaid countries from the Company and the English Chiefs: and exclusive of the money now stipulated, no mention or requisition shall by any means be made to him for anything else on this account. This Agreement shall be observed by all the English Chiefs, gentlemen of the Council, and by the Company, nor shall it ever be broken or deviated from.

CONDITIONS, *viz.* :—

He shall pay to the Company fifty lakhs (50,00,000) of Sicca Rupees according to the currency of the Province of Oudh, as follows, *viz.*—

In ready money	Sicca Rupees	20,00,000
In two years after the date hereof, *viz.*—		
The first year	15,00,000	
The second year	15,00,000	
	———	30,00,000
	Sicca Rupees .	50,00,000

ARTICLE 2.

To prevent any disputes arising concerning the payments which shall be made by the Vizier, for the expenses of the Company's troops that may march to his assistance :

It is agreed, that the expense of a brigade shall be computed at two lakhs ten thousand (2,10,000) Sicca Rupees per month, according to the currency of the Province of Oudh. By a brigade is meant as follows, *viz.*—

2 Battalions of Europeans.

6 Battalions of Sepoys.

1 Company of Artillery.

The expenses of the said troops shall be defrayed by the Vizier, from the time that they shall have passed the borders of his dominions till they return within the borders of the Province of Behar ; and exclusive of the abovementioned sum, no more shall, on any account, be demanded from him. Should the Company and the English Chiefs have occasion to send for the troops of the Vizier, the Company and the English Chiefs shall also pay their expenses in the like manner.

Signed, sealed, and solemnly sworn to by the contracting parties at Benares the 7th day of September in the year of Our Lord 1773 in the presence of us,

JOHN STEWART.

WILLIAM REDFEARN.

No. XLVII.

TRANSLATION of the Proposed ARTICLES of the TREATY with the NABOB AUSUF-UL-DOWLA,—21st May 1775.

The Nabob Ausuf-ul-Dowla, Icayas Cawn Behauder, Hozebbus Jung, on the one part, and the Honourable Warren Hastings, Esq., Governor-General

and the Members of the Supreme Council of Fort William, for and in the name of the English East India Company, on the other part, agree to the following Articles :—

ARTICLE 1.

That universal peace, firm friendship, and perfect union, shall for ever be established between the Nabob Ausuf-ul-Dowla and the English East India Company. The contracting powers, with a view of maintaining this reciprocal friendship in the future, shall not for any cause or under any pretence, encourage the ryots and the inhabitants of their Soubahs in committing hostilities and disturbances; and everything shall be avoided by the said powers which might occasion them. Their friends and enemies are mutual, and any person who shall run away and take refuge in the country of one of the said parties, shall be given up to the other, and no assistance afforded him.

ARTICLE 2.

The aforesaid Nabob engages never to entertain or receive in his dominions Cossim Ally Cawn, the former Soubahdar of Bengal, and Sumro, the murderer of the English ; even in case of his getting them into his hands, he will, out of friendship, make them prisoners, and deliver them to the English Company. He also engages not for any cause or under any pretence, to entertain Europeans of any nation in his service, without the consent of the English Company : That he will prevent, oppose, and send back such as offer to come into, pass through, or remain, or shall be in his dominions, without the perwannah of the English Company. The Europeans of every nation in the service of the said Nabob are hereby dismissed ; and now, and in the future, he engages never to entertain the said Europeans and to deliver up to the English Company such of their servants who have deserted or may desert, in case of his apprehending them.

ARTICLE 3.

If the King should write anything relative to the affairs of the Nabob Ausuf-ul-Dowla to the English Sirdars, they will attend to the satisfaction, advantage, and inclination of the said Nabob, and not consent to what the King may say or write. In like manner, if the King should write to the Nabob Ausuf-ul-Dowla, relative to the affairs of the English Sirdars, he will attend to their satisfaction, advantage, and inclination, and not consent to what he may say or write.

ARTICLE 4.

The countries of Corah and Allahabad shall always, and for ever, remain in the possession of the Nabob Ausuf-ul-Dowla, on the same footing as the Soubah of Oudh ; and they shall on no account, in the future, be disturbed by the English, nor will they ever request a dam of derrum, or anything from the said countries; The English Sirdars engage to defend the Soubah of Oudh at all times and Corah and Allahabad, until the pleasure of the Court of Directors shall be known.

ARTICLE 5.

The said Nabob, for the defence of his country, as above specified, declares that he has given up of his own free will and accord, unto the English Company, all the districts dependent on the Raja Cheyt Sing, together with the land and water duties, and the sovereignty of the said districts in perpetuity: That the English Company shall, after one month and a half from the date of this Treaty, take upon them the sovereignty and possession of the districts under Rajah Cheyt Sing, as hereunder specified, *viz.*—

Sircar Benares.	The districts of Jaunpore.
Sircar Chumah.	Bijehpore Bahdere.
Suktesagur.	Mulboss Kawss.

The Sircar of Gawzypore.

The Pergunnah of Seekundapore, Jeridge, Shaay, Abad, Toppa, Surchchur, &c., as formerly; the Mint and Kutwally of Benares.

ARTICLE 6.

The Nabob Asuf-ul-Dowla, for the aid and assistance of the English troops when stationed with him, shall pay monthly, from the date of this Treaty, for the charges of a brigade, the sum of two lacks sixty thousand Oudh Sicca Rupees, of the sixteenth year, agreeable to the present currency. If, in future, this currency should be abolished, the decrease or increase of batta shall be mutually given and received by the parties. The particulars of a brigade are, *viz.*, two battalions, or one regiment of Europeans, one company of artillery, and six battalions of sepoys.

The aforesaid Nabob shall, whenever the English troops past the boundaries of the Company's province, at his request, pay the stipulated sum monthly, from that time until their return to the above-said boundaries.

ARTICLE 7.

If the aforesaid Nabob shall ever require the aid or assistance of the English Company for the defence of any other of his countries besides those above specified, he will fix something for the Company proportioned to the service.

The English Company and all the English Sirdars engage to perform whatever Articles are now mutually settled; and in the future, during the life of the Nabob Ausuf-ul-Dowla, they will never vary or depart from them. They will not, in any respect or manner, make request of anything new or contrary to the tenor of this Treaty.

The parties mutually swear, according to their respective faiths, to abide by these engagements.

Dated the 20th Rubby-ul-Ewul, 1189 of the Hegira, or the 21st of May 1775.

JOHN BRISTOW,
Resident at the Court of the
Nabob of Oudh.

Compared with an attested copy sent down by Mr. Bristow, and found to be an exact translation, except that the word "Bahdoee" in the list of districts was omitted, which I have inserted.

J. H. D'OYLY,
Acting Pn. Tr.

TRANSLATION of AGREEMENT under the seal of HIS EXCELLENCY the NABOB AUSUF-UL-DOWLA.

In case of any persons having any demands, or having received tuncaws on Rajah Cheyt Sing, or on the districts under him, agreeable to my order, such demands or tuncaws do not depend on the said Rajah, or on the said districts, but are due from myself.

The possession and sovereignty, in perpetuity, of the said districts under the said Rajah, without incumbrances, delays, dues, debts, tuncaws, &c., I wholly give up to the English Company at the expiration of one month and a half.

Dated the 20th of Rubby-ul-Ewul, 1189 of the Hegira, or the 21st May 1775.

JOHN BRISTOW,
Resident at the Court of the
Nabob of Oudh.

Compared with an attested copy sent down by Mr. Bristow, and found to be an exact translation.

J. H. D'OYLY,
Acting Pn. Tr.

TRANSLATION of an AGREEMENT under the Seal of HIS EXCELLENCY the NABOB AUSUF-UL-DOWLA.

The balance due to the English Company on account of the countries of Corah and Allahabad, Rohilcund, and the tuncaw for the troops, according to the Engagements of the late Nabob Shuja-ul-Dowla, shall be paid to them as it becomes due, without any dispute.

Dated the 20th of Rubby-ul-Awul, 1189 of the Hegira, or the 21st of May 1775.

JOHN BRISTOW,
Resident at the Court of the Nabob of Oudh.

Compared with an attested copy sent down by Mr. Bristow, and found to be an exact translation.

J. H. D'OYLY,
Acting Pn. Tr.

Considered the proposed Articles for a Treaty of Alliance with the Nabob Ausuf-ul-Dowla.

Approved	the 1st	Article.
Ditto	the 2nd	,,
Ditto	the 3rd	,,
Ditto	the 4th	,,
Ditto	the 5th	,,
Ditto	the 6th	,,
Ditto	the 7th	,,

Ordered that the Treaty be compared with the Persian copy, and if it be found exact, that two fair copies be engrossed in form, for the seal of the Company and signature of this Board, to be forwarded to Mr. Bristow, that he may obtain the same testimonies on the part of the Nabob, and return one of them.

Approved the two other Engagements taken by Mr. Bristow, from the Nabob.

No. XLVIII.

No. 1.

DRAFT of a COWLNAMA under the Seal of the NABOB ASOPH-UL-DOWLAH, dated the 19th of Shabaun, in the year 1189 of Hijeree—15th of October 1775.

I, Asoph-ul-Dowlah Bahadre, engage and give this written Agreement, *viz.* :—

I have now taken from my mother thirty lakhs of rupees on account of the present, and twenty-six lakhs on account of former debts, in specie, goods, jewels, elephants, camels, &c., from the patrimony of my father, and have no further claim on her. Having received this through the English Chiefs, I renounce all further demands on her. I also engage that I will never molest my mother in the enjoyment of the jaghires, gunges, culladarries, gardens, or the mints of Oudh, Fyzabad, &c., conferred on her by the late blessed Nabob, but will leave her in the full possession of them during her life-time. As long as my mother lives, I will give her no trouble on account of them. She shall collect whatever appears

to be due from the said jaghires, by her own people. I will not obstruct it. When my mother goes on her pilgrimage, she is at liberty to leave the jaghires, &c., under the charge of whomsoever she pleases. It is entirely at her option. I will not oppose it. Whether she resides here or goes on a pilgrimage, the jaghires, &c., shall remain in her possession, and no person shall, on any occasion, obstruct or molest her therein. To whomsoever my mother shall give charge of the jaghires, &c., I will on every occasion protect and assist him, and when she goes on her pilgrimage, she is at liberty to take with her such of her slaves, women, and goods as she thinks proper. I will not molest her. Nor will I give any trouble to Johur Ally Khan, Bahadre Ally Khan, Nishaut Ally Khan, Shegoon Ally Khan, or to the Tavildarnees, by any demand on them. My mother is at liberty to act as she pleases therein. She is the mistress. For the observance of all these Articles, I give God, and His Prophet, the twelve Imaums, the fourteen Maussooms and the English Chiefs, as guarantees. The English Chiefs are joined in this Engagement. Further, I will not in future demand any loan from my mother; I have no claim on her; nor will I ever deviate from this Engagement. Should I act contrary thereto, it may be supposed that I am estranged from the English Chiefs and the Company. I have accordingly given this as a Cowlnama to remain as a voucher.

List of the Jaghires, &c.

Sulloon, one Mehal.
Duwâ, one Mehal.
Pureddepore, one Mehal.
Rutah, one Mehal.
Sumrootah.
At Goruckpore one House.
Taloee, one Mehal.
Jâes, with the Adawlut and Sâer, one Mehal.
Cora, one Mehal.
Tanda, one Mehal.
Nabob Gunge, with the villages on the other side of Khakrah, one Mehal.
Ismael Gunge, with the villages at the distance of three coss from Lucknow.
Ismael Gunge, at Lucknow.
Culladarry of all the Soubahs.
Mints of Oudh and Fyzabad.
Bhegam Gunge and Gola Ghaut.
Vizier Gunge.
The garden of Hurry Sing, at Oudh with ground for three gardens.
Eish-baug, at Lucknow.
Rozah Gaut, at Lucknow.
Bhegum Barree, with the bazar.
Garden of Bhara Mull.

No. 2.

DRAFT of a COWLNAMA under the Seal of MR. JOHN BRISTOW on the part of the COMPANY and ENGLISH CHIEFS, dated the 19th of Shabaun, in the year 1189 of the Hijeree (or 15th of October 1775).

I give the following Articles as a Cowlnama to which I have affixed my seal on the part of the Company and English Chiefs.

The Nabob Asoph-ul-Dowlah Yahya Khan Bahadre Hozzaber Jung has received from his mother, on account of the patrimony of his father, and appropriated to his own use, the sum of thirty lacks of rupees on account of the present, and twenty-six lacks on account of former debts, in specie, goods, jewels, elephants, camels, &c., and the Faraikhutty (full acquittal) which the Nabob Asoph-ul-Dowlah gives to his mother is a voucher. My seal is affixed thereto, so that it may be considered as an act of the Company and English Chiefs. With respect to the jaghires, gunges, culladarries, gardens, the mints of Oudh and Fyza-

bad, which the late blessed Nabob gave to the Bhegum, the Nabob Asoph-ul-Dowlah will not molest her in the possession of them, but leave her in the free enjoyment of them during her life-time, and she is to collect whatever may appear due from the jaghires, through her own people. The English Chiefs are guarantees for the observance of these Articles. No one shall molest her. When the Bhegum goes on a pilgrimage no person shall obstruct or hinder her. The Bhegum is sole mistress of her own people; no one shall make any demand on her eunuchs or women. She is at liberty to act as she pleases with respect to them.

When the Bhegum goes on her pilgrimage, she may leave the charge of the jaghires, &c., to whomsoever she pleases. The English Chiefs are guarantees of this.

List of Jaghires, Gunges, &c., exactly the same as that in No. 1.

No. XLIX.

AGREEMENT concluded by the GOVERNOR-GENERAL with the VIZIER on the 19th of September 1781.

The Nabob Vizier-ul-Mummalic, Asoph-ul-Dowlah, Asoph Jah Cawn Behauder having repeatedly and urgently represented that he is unable to support the expenses of the temporary brigade, cavalry, and English officers, with their battalions, as well as other gentlemen who are now paid by him, under the denomination of Sebundy, &c., &c., and having made sundry requests to that and other purposes; and as the constancy and firmness of his alliance with the Company entitle him to every consideration and relief that may depend upon us, I, Warren Hastings, Governor-General, Imad-ul-Dowlah, Jelladit Jung Behauder, &c., &c., on behalf of the Governor-General and Council, have agreed to the undermentioned Articles, this 19th day of September, in the year of our Lord 1781, corresponding to the last Rumzan, 1895 of the Hegira.

ARTICLE 1.

That the temporary brigade and three regiments of cavalry be no longer charged to the Nabob's account for the year Fusellee 1189, excepting a term for two and a half months, which is required for their passing the Nabob's boundaries; and for which, together with all former allowances and arrears, their usual pay and allowances are to be made good. Also the English Officers, with their Sebundy battalions, and other gentlemen, excepting the Resident's office, now upon the Nabob's list, be no longer at his charge for the year 1189, the arrears being paid up, with the addition of two months' allowances; the true meaning of this being, that no more troops be paid for by the Nabob than the number of European artillery and sepoys agreed for, under the title of one brigade, with the late Nabob Shujah-ul-Dowla, now paid for at the rate of Rs. 2,60,000 per

month, to which is now to be added one regiment of sepoys of the present establishment, expressly allowed for the purpose of protecting the office, treasury, and person of the Resident at Lucknow, the pay and allowances of which are to commence from the 1st of August next, at the rate of Rs. 25,000 per month. The regiment to be relieved every three months. The brigade to be stationed or moved wherever the Nabob shall direct, in the mode prescribed in the former Treaty with the Nabob Vizier deceased. And, finally, that whenever the Nabob Vizier shall require a further aid of troops from the Company, the pay and allowances shall commence from the day of their passing the Caramnassa; also, should the assistance of the Nabob's troops be required by the Company, their pay and allowances, as may then be agreed upon, be allowed during the time they may serve.

ARTICLE 2.

That as great distress has arisen to the Nabob's Government from the military power and dominion of the jaghiredars, he be permitted to resume such as he may find necessary; with a reserve that all such, for the amount of whose jaghire the Company are guarantees, shall, in case of the resumption of their lands, be paid the amount of their net collections, through the Resident, in ready money.

ARTICLE 3.

That as Fyzoola Khan has, by his breach of Treaty, forfeited the protection of the English Government, and causes, by his continuance in his present independent state, great alarm and detriment to the Nabob, he be permitted, when time shall suit, to resume his lands, and pay him in money, through the Resident, the amount stipulated by the Treaty, after deducting the amount and charges of the troops he stands engaged to furnish by Treaty, which amount shall be passed to the account of the Company during the continuance of the present war.

ARTICLE 4.

That no English Resident be appointed to Furruckabad, and the present one recalled.

ARTICLE 5.

That the Treaties made between the English and the Nabob Shuja-ul-Dowla be ratified between the present parties, as far as may be consistent with the above-written Articles; and that no officers, troops or others, be put upon the Nabob's establishment, exclusive of those herein stipulated.

WARREN HASTINGS.

AGREEMENT made by the VIZIER with the GOVERNOR-GENERAL.

Having, on my behalf, agreed to the requisitions of the Nabob Vizier without diminution or reserve, I must now repeat the request which I before verbally made to him, that he will be pleased to attend to such proposals as I shall have

to make to him: and to these I expect his assent the more readily, as they have for their ultimate object his interest alone, that of the Company being no further concerned, than in the influence which they will eventually have in the payment of the debt due from the Nabob to the Company.

I, therefore, recommend to him to reduce the great number of his Sebund and other troops to regular and complete establishments; not to be paid by assignments of revenue, but in money from the treasury, and their number not to exceed the certain means of paying them. But as this may be difficult, without making a separation of the Nabob's public and private funds, I further recommend that he receive into his private purse no more than a fixed monthly sum, for the expenses of his person and household; and that the remainder of the net collections be left in a public treasury, under the management of his public ministers and the inspection of the Resident, for the discharge of his military and civil disbursements.

This advice is not meant to affect the assignments annually, and which must be annually renewed, for the payment of the past debt and the current demands of the Company.

Signed and sealed by the Nabob, accepting and promising to conform to the above advice.

No. L.

TREATY with the VIZIER ASOPH-UL-DOWLA, NABOB of OUDE,—1787.

From Earl Cornwallis to the Vizier, written 15th April 1787.

The Treaty concluded between the English Company and the Nabob Shuja-ul-Dowla, was founded on considerations of mutual advantage to both parties, and the same principle has continued to operate in confirming and improving the friendship and alliance between the Company and your Excellency. A connection formed with a view to the interests of both Governments ought to be perpetual: for this reason, since my appointment to the control over affairs here, my intentions have been directed towards measures tending to support and strengthen this friendly system.

From the Nabob Vizier to Earl Cornwallis, received 21st July 1787.

Your Lordship's friendly letter every word of which breathes strength of friendship, and every syllable contains a performance of the duties of intimacy and close connexion, arrived in a happy hour, and afforded me infinite satisfaction. Its contents are, that it is the intention of the Company, and also your Lordship's firm resolution, that there should be no interference in the detail of my Government. That the Resident at Lucknow should receive a positive order, that neither from himself, nor from any other gentlemen, nor from any person concerned with your Lordship's Gov-

As I consider the Company's Territories and those of your Excellency as the same, the protection of your Excellency's dominions is absolutely necessary, as being from its situation the boundary of the whole, and exposed to foreign attacks. This protection cannot be effected in a proper manner without the assistance of the Company's troops, and I therefore beg leave to represent to your Excellency such circumstances as have, after mature reflection, occurred to me, with respect to the troops stationed at Futty Ghur, which had been withdrawn, as stipulated in the Treaty of Chunar of 1781, I advise that they shall not be recalled, but continued. I make this proposal upon a conviction that, from the extent of your Excellency's dominions, the English forces now stationed there are requisite for their defence. Although there is no prospect of any attack on your Excellency's territory at present, its security must ultimately depend upon the strength of the force stationed for its protection, and while this is sufficient no one will dare to entertain views of hostility against your Excellency. Although the bravery and discipline of the English troops on all occasions are well known, and have been proved, even when their enemies have been in the proportion of twenty to one, and by the blessing of God they will always triumph over their enemies, yet since at all times chance of war is doubtful, prudence and wisdom require that every possible means should be used to determine it in our favour. Your Excellency must be sensible that there is no comparison between the troops of the Company and those in your Excellency's service, and that without the assistance of the former, your dominions and authority would ernment, should any kind of interference take place. That leaving my administration entirely to myself and my ministers, all interference from others should be stopped; and representing the particulars of every matter which was contained in your Lordship's heart.

The Nabob Hyder Beg Khan has fully explained to me the particulars of your Lordship's kindness and magnanimity which form the ground of your Lordship's settlement of my affairs, and has occasioned me an excess of pleasure and happiness. I, who have, day and night, received such happiness from a recollection of your Lordship's goodness, now enjoy such pleasure from perceiving your kindness, and am so thankful for it that it would require volumes to express a small share only. It is well known that from the lifetime of the deceased Nabob, until the day of his death, and the commencement of my administration, the friendship with the English gentlemen has been perfect, strong and sincere, and, by the help of Providence, will every day increase.

At this time that so great a Chief, possessed of Divine wisdom and understanding, is arrived with full power and authority for the arrangement of this country, it may be very well conceived, that I understand such an arrival to have happened simply from my own good fortune, and entertain the most perfect confidence that all my affairs will be settled to my own satisfaction. With respect to the continuance of the troops stationed at Futty Ghur which your Lordship has written with such greatness and magnanimity, that they may remain,

be insecure. I am convinced that if your Excellency considers these opinions, you will be sensible of the propriety of my proposition, and approve the continuance of troops, whose valour and discipline can be relied on, in preference to those who are unskilful and undisciplined, and I doubt not but your Excellency will agree to the additional expense of effective troops, where the object is the defence of the country: for this reason I do not hesitate to recommend to your Excellency to discharge so much of your own army as will allow for the additional expense attending the continuance of these effective troops. Your Excellency must also be sensible that the sums necessary for the pay of these troops are expended in your dominions.

The sole object of this proposition is to provide, in an effective manner, for the defence of your Excellency's country; and your Excellency must be convinced of the benefits derived from our protection, since, whilst all other parts of Hindostan have been involved in war and exposed to the devastations attending it, your Excellency's dominions have remained in the fullest enjoyment of peace and security. Many other arguments of the greatest weight might be urged in support of my proposition; but such is my opinion of the force of those I have alleged, that I trust that they will make the same impression on your Excellency, and that there is no necessity to urge others.

It is my firm intention not to embarrass your Excellency with further expense than that incurred by the Company, from their connexion with your Excellency, and for the protection of your country, which by the accounts, I find amounts to fifty lakhs of Fyzabad sixteen sun Sicca Rupees annually. In as heretofore, I have perfectly understood; notwithstanding from the great weight of expense which my Government has experienced every year from these troops, and the negotiations which have passed with former gentlemen on this subject in particular, and the manner in which this matter was settled, after so much altercation, which doubtless your Lordship is acquainted with, I have every hope, in every situation, for advantage and prosperity from your Lordship, and conceive it necessary to represent the particulars of them to you; but having heard of your Lordship's intention to come to this quarter, which is the greatest desire of my heart, and from which I receive the greatest pleasure, I have postponed any mention of these matters until that happy time, and now consider it necessary, first to procure your Lordship's good will; afterwards, that you will mention, from your great goodness and grandeur, which is universally known and gives satisfaction and ease to my heart, that which will tend to my prosperity and happiness, and meet with your approbation; therefore, with a view to preserve your Lordship's good will and satisfaction, I agree to the continuance of the troops now stationed at Futty Ghur and Cawnpore, and to their expenses, with the stipend of my brother Meer Saadet Alli Khan Behauder, the tuncaws of the Rohillas, the disbursements of the Residency at Lucknow, and other gentlemen, and the Resident with His Majesty at Scindea, the expenses of the dawk, &c., which your Lordship has fixed fifty lakhs annually for me to pay Your Lordship has also said that

this sum are included the allowance to the Nabob Saadet Alli Khan, the stipend of the Rohillas, and the expenses of the Residency on the part of this Government; in short, it is my intention, from the date on which this new Agreement shall take place, your Excellency shall not be charged with any excess on this sum of fifty lakhs of Sicca Rupees, and that no further demand shall be made.

If your Excellency, hereafter, shall find it necessary to demand any more forces from the Company, your Excellency will pay the excess upon a fair estimate; and if either of the two brigades or corps of cavalry shall be recalled, or any considerable diminution in their force shall take place, I will allow for the decrease of the expense from the sum agreed to by your Excellency, agreeable to a fair calculation. In order that no grounds for a difference in opinion or doubt may remain as to the real meaning of this Article, I think it necessary to inform your Excellency, that whenever there is a necessity for any alteration in the arrangement of these troops, either by increasing or diminishing the cavalry or infantry, this Article does not tend to preclude it, provided the whole force shall not be considerably decreased, and that no additional charge be made on your Excellency on account of such alteration.

A Resident, as at present, will remain at your Excellency's Court; but as it is the intention of the Company, and my firm resolution, that no interference shall take place in the details of the affairs of your Excellency's Government, strict orders shall be sent to him that he shall neither interfere himself, nor suffer interference by public or private claims of exemptions of duties, or in any other mode, from any British subject or person my expenses should not exceed the sum of fifty lakhs of rupees, and that nothing further should be demanded of me; and that whenever either of the two brigades or corps of cavalry should be recalled, or any material diminution should take place in those troops, a deduction shall be made, agreeable to estimate, from the sum of fifty lakhs. I agree to this, and send the kistbundy; and I am well convinced also, that your Lordship will be kind and favourable towards me, in whatever will tend to my ease and prosperity.

I have not answered every particular of your Lordship's kind letter, because I have heard that your Lordship positively means to come to this quarter, and when we meet, every matter will be answered in a most friendly manner. Now, considering acquiescence to your Lordship's orders and preservation of your pleasure as the principle of friendship, I have complied.

Your Lordship writes with respect to Furruckabad, that it shall be and continue as before under me, and that the English Resident there, either now or at the end of the year 1194 Fussellee, shall be recalled, and after that period he shall not remain, nor any other be appointed; and you order me to be kind and just towards the rights of the Nabob Mozuffer Jung, and that, in whatever manner it may be necessary to settle and arrange the affairs of that district, I should give a suitable allowance to the Nabob Mozuffer Jung: and as the Nabob's mother and his brother, Dil Dilere Khan, and Roy Deeb Chund, late Dewan, have shown their zeal to

under the authority of this Government. In short leaving the whole management of your country to your Excellency and your Ministers, I will put a stop to the interference of others; and in order to carry this effectually into execution, I propose to your Excellency not to suffer any European to reside in your dominions, without my written permission. In case that should be granted, a copy of it shall be transmitted to you.

If any European shall reside there without my permission in writing, your Excellency shall oblige him to quit the country; or, if demanded, send him to the Resident on the part of the Company.

A retrospect into past transactions and the friendship so well known to exist between your Excellency and the Company, induce me to state the following circumstance; that for several years past, the inhabitants of your Excellency's dominions, from motives of self-interest, have appealed to this Government and this has been a source of injury to the affairs of your Government. I am determined to put a stop to this practice and to disregard their applications, but as the connexion between the two Governments is universally known, strict attention to justice on your part will add credit and renown to both.

With respect to Furruckabad, the fourth Article of the stipulation of Chunar shall be observed on my part, and the English Resident there, either now or at the end of 1194 Fussellee, shall be recalled, and after that period he shall not remain, nor shall any other be appointed. On this subject, in consequence of the interference hitherto assumed by this Government in the affairs of that province, I think it necessary to inform your Excellency that it is incumbent on me to recommend several your Government and to the Company, it is necessary to fix some allowance for them, independent of the Nabob Mozuffer Jung: that it is well known the enmity which the Nabob bears towards them, and that in consequence of the confidence of your Government placed on Dil Dilere Khan, it is much to be feared that unless he is protected, he will experience distress from the enmity of the Nabob Mozuffer Jung; that I therefore cause to be paid to them a proper allowance out of the amount paid to Nabob Mozuffer Jung, through the Resident at Lucknow. In this manner I will act as your Lordship has ordered, and will cause to be paid to the mother of Mozuffer Jung, and his brother, Dil Dilere Khan, and Roy Deeb Chund, allowances through the Resident at Lucknow, and will assist and protect Dil Dilere Khan, the mother, and Roy Deeb Chund. Until the honour of an interview, I hope to be honoured and made happy with friendly letters from your Lordship.

Enclosure.

Kistbundy, or instalment, for the Company's money, on account of the expenses of the troops stationed at Cawnpore, Futty Ghur, and Lucknow, the stipend of the Nabob Saadet Alli Khan, the Rohillas, the expenses of the Resident and other gentlemen at Lucknow, the expenses of the dawk, and the gentlemen stationed with His Majesty and Scindea, from the month of March 1787 to February 1788, inclusive, under the seal of the Vizier.

March 1787	3,25,000
April	3,25,000
May	3,25,000
June	3,25,000
July	3,25,000

matters to your Excellency's attention. That, in the first instance, you pay due regard to the rights of the Nabob Mozuffer Jung; and under any circumstances that may become necessary for the management of the affairs of Furruckabad, your Excellency shall engage to allot from the revenues a sum sufficient for the honourable maintenance of the Nabob Mozuffer Jung. And as the mother of Mozuffer Jung, and his brother, Dil Dilere Khan, as well as Deeb Chund, late Dewan, have given proofs of their attachment to this Government, it is therefore expedient that some provision should be made for them, independent of Mozuffer Jung. It is well known that Mozuffer Jung considers them as inimical to him; and from the trust vested in Dil Dilere Khan by this Government, it is much to be feared, that if left unprotected, he will suffer from the resentment of Mozuffer Jung. I therefore expect that your Excellency will engage to cause specific pensions to be paid to these persons, at the expense of Mozuffer Jung, through the Resident of this Government.

By the accounts subsisting between your Excellency and the Company, a large balance is stated to be due from your Excellency; nevertheless, in conformity to the principles I have so expressly declared, I am not willing to embarrass your Excellency with any other demands than what are absolutely necessary: I propose, therefore that your Excellency shall liquidate such part of the stated arrears as may be due to the troops employed in your country, the Residency, the Nabob Saadet Alli Khan, and the Rohilla Chiefs, on the date from which this new Agreement shall be declared in force, as well as the arrears due to

August:		
In money . .	3,25,000	
In drafts on Calcutta . .	5,00,000	
		8,25,000
September		3,25,000
October		3,25,000
November		3,25,000
December		3,25,000
January 1788		3,25,000
February:		
In money at Lucknow . .	3,25,000	
In drafts on Calcutta . .	6,00,000	
		9,25,000
	Total .	50,00,000
In specie		39,00,000
In drafts		11,00,000
		50,00,000

Fifty lakhs of 23, 24, 25, and 26 Sun Sicca Rupees.

From Hyder Beg Khan, received 21st July 1787.

I have already transmitted to your Lordship an arzie, mentioning my arrival at Lucknow, which has doubtless been perused. An answer from His Excellency the Vizier is now sent to your Lordship's kind letter. From it your Lordship will learn the particulars of His Excellency's inclination to preserve your Lordship's pleasure. Your Lordship has shown kindness and favour in the affairs of His Excellency, and there is no doubt but will always show kindness towards them, because His Excellency entertains great hopes from your Lordship.

A kistbundy for the money for the expense of the troops, &c., goes enclosed in His Excellency's letter, and I enclose a draft for the amount stated by Mr. Wombwell to be due to the troops, up to February 1787, together with two other drafts on account of the amount, due to His Royal Highness, and the stipend of Nabob Saadet Alli Khan, to February 1787. They will be seen by your Lordship. As a long period

Mr. Anderson, and the remainder, whatever it may be, shall be struck out of the account, and be no longer considered as a demand of this Government on your Excellency.

The substance of what is here written has been discussed in frequent conversations with Hyder Beg Khan, who has shown himself a faithful servant to your Excellency, and a friend to both Governments. As he is fully acquainted with your Excellency's interests, and is your most confidential servant and prime minister, I have considered him as empowered to settle any arrangement for the mutual benefit of the two Governments, and have accordingly communicated to him without reserve, all that has occurred to me to promote this subject in the same manner as if your Excellency were present; nevertheless, as your Excellency's concurrence and approbation are necessary to give a final sanction to the Articles agreed upon by Hyder Beg Khan, I have thought proper to mention the heads of them in this letter and the Nabob Hyder Beg Khan will fully explain all the particulars to your Excellency.

For the rest, your Excellency may have the most assured confidence, that I will most faithfully abide by all the Engagements on the part of the Honourable Company.

had elapsed during my journey, disorder has taken place in several modes in the affairs, and delay and procrastination have crept into the payment of the public money, and now that I am arrived, is the season for cultivation, &c. I am engaged in the affairs of the Circar, and under the blessing of God, and your Lordship's prosperity, every matter will be arranged, and the arrears due to Colonel Harper and other gentlemen, whatever, after investigation, they may amount to, to the end of February 1788, shall be paid at the expiration of the time.

The amount of the instalments or kistbundy of the Company's money, on account of the disbursement of the troops, &c., has been paid into the treasury, from March 1787 to June 1787, and by God's help it will be paid in future, agreeable to the kistbundy, monthly. I hope to be honoured with letters from your Lordship.

Enclosures.

Bill drawn by Cashmeery Mull and Butchrage on Sheopersaud and Bissessur Dass, on account of arrears due to the troops stationed at Cawnpore and Futteh Ghur, and the battalion at Lucknow, to February 1787, amounting in 23, 24, 25 and 26 Sun Sicca Rupees, to. . .	7,06,[illegible]	7	4
Bill drawn by Cashmeery Mull and Butchrage on Sheopersaud and Bissessur Dass, on account the money of His Royal Highness, Lucknow Sicca Rupees .	2,04,173	0	0
Ditto drawn by ditto, on ditto, on account the money of Nabob Saadet Ali Khan, arrears to February 1787 Lucknow Sicca Rupees	1,[illegible]	0	[illegible]

No. LI.

TREATY of COMMERCE with the NABOB AUSUF-UL-DOWLA,—1788.

TREATY of COMMERCE between CHARLES, EARL CORNWALLIS, KNIGHT of the MOST NOBLE ORDER of the GARTER; one of HIS BRITANNIC MAJESTY'S HONOURABLE PRIVY COUNCIL, LIEUTENANT-GENERAL of HIS MAJESTY'S FORCES, GOVERNOR-GENERAL and COMMANDER-IN-CHIEF of all the POSSESSIONS and FORCES of HIS BRITANNIC MAJESTY and of the HONOURABLE the UNITED COMPANY of MERCHANTS of ENGLAND in the EAST INDIES, &c., &c., &c., on the part of the said HONOURABLE UNITED COMPANY, and HIS EXCELLENCY the VIZIER-UL-MOMALIK HINDOSTAN, ASSUF JAH, NABOB AUSUF-UL-DOWLA YEHEHA KHAN BEHAUDER, HUZZUBBER JUNG.

The Right Honourable Charles, Earl Cornwallis, K.G., Governor-General, &c., &c., and His Excellency the Nabob Vizier Beha uder, &c., &c., having received various representations from the merchants trading between the Company's dominions and the dominions of His Excellency the Vizier, setting forth the losses and inconveniences which they suffer as well from the heavy duties collected on their merchandise, as from the mode of levying the same, His Lordship, on the part of the Honourable the United Company of Merchants of England trading to the East Indies, and His Excellency the Nabob Vizier, &c., with a view to remove the evils complained of, and to promote the welfare of their respective States have agreed upon the following Articles, which shall be binding on themselves their heirs, and successors:—

ARTICLE 1.

The contracting parties shall not claim any exemption from duties either for themselves, their subjects, or dependants, or any other person or persons, of whatever country or nation.

ARTICLE 2.

His Excellency the Nabob Vizier, &c., agrees to grant rowannahs, or custom house passes, under the seals and signatures of his officers, for all goods exported from his dominions to the dominions of the Company, specifying the quantity of the goods, and the valuation on which his own export duties shall have been levied. The Right Honourable Earl Cornwallis, in like manner, engages that similar rowannahs or custom house passes shall be granted for all goods exported from the Company's dominions (comprehending the Provinces of Bengal, Behar, Orissa, and the District of Benares) to the dominions of His Excellency the Vizier, specifying the quantity of the goods, and the valuation on which the duties shall have been levied in the dominions of the Company.

ARTICLE 3.

His Excellency the Vizier, &c., agrees to levy the duties on all goods imported into his territories from the Company's dominions upon the valuation specified

in the Company's rowannah. The Right Honourable Earl Cornwallis, &c., agrees to levy the duties on all goods imported from His Excellency's dominions into the District of Benares or the Company's provinces, on the valuation specified in the rowannah of His Excellency the Nabob Vizier.

ARTICLE 4.

Goods exported from the Company's dominions to the dominions of His Excellency the Vizier, if by the River Ganges, shall pay the duties at Lutchagyr, or at Foolpore; if by the River Goomty, at Ghura Mobarikpore; if by the River Gogra, at Doorhy Ghaut; if by land, at Keeway, Maidnee Gunge, Chundahpertaubpore, Mow, or Mahraj Gunge; and if by the way of Circar Gooruckpore, at the Ghaut of the River Gunduck, or at Gooruckpore, Mujholee, or Chollooparah. The merchant or person in charge of the goods, upon paying the duties hereinafter mentioned, at either of the above stations, shall receive a rowannah from the Collector of the duties, under his public seal, which shall exempt the goods from all further demands or molestation whatever, in their progress through the dominions of His Excellency.

The duties on goods exported from the dominions of His Excellency the Vizier to the dominions of the Company, whether by land or water, shall be levied at the established stations in the District of Benares, and the Province of Behar, and rowannahs granted as above specified.

The contracting parties reserve to themselves the power of changing the situation of the stations for levying the duties as they may deem expedient, upon giving public notification to each other of the new station fixed upon.

ARTICLE 5.

Broad-cloth, iron, copper, lead, manufactures of iron, copper, lead, gold or silver, raw-silk, silk piece goods, cotton piece goods, and piece goods made partly of silk and partly of cotton, exported from the dominions of the Company to the dominions of the Vizier, shall pay an import duty of two and a half per cent. to His Excellency, on the price specified in the rowannah taken out in the Company's dominions.

ARTICLE 6.

Salt exported from the Company's dominions to the dominions of the Nabob Vizier, shall pay an import duty of five per cent. to His Excellency, on the valuation specified in the rowannah granted at any of the stations in the Company's dominions.

ARTICLE 7.

Cotton coming from Jahlone, Hydernugger, Omraowty, Naugpore, or any of the countries of the Deccan, and passing through the dominions of the Nabob Vizier to the dominions of the Company, shall pay a duty of five per cent. to His Excellency on the fixed valuation of six rupees per maund of ninety-six sicca weight to the seer. Rowannahs for covering the same through His Excellency's dominions shall be granted at the station where the duties are levied. The same

cotton, when it arrives in the Province of Benares, shall pay a duty of two and a half per cent., and two and a half per cent. more on entering the Soubah of Behar, upon the valuation above specified, or should it not pass through the jurisdiction of Benares, it shall pay five per cent. upon being imported into the Company's provinces.

ARTICLE 8.

Silk piece goods, cotton piece goods, and piece goods made partly of silk and partly of cotton, exported from the dominions of the Nabob Vizier to the Company's dominions shall pay a duty of not more than two and a half per cent. on the price specified in His Excellency's rowannah. The said duty shall be collected at the established station in Benares, should the goods pass through that district, and upon their arrival in the Company's provinces the Collectors of the Customs shall grant a rowannah, duty free, to cover such goods to any part of Bengal, Behar, or Orissa. Should the said goods enter the Company's provinces without passing through the District of Benares, the above duty of two and a half per cent. shall be levied at the first station in the Company's provinces.

ARTICLE 9.

All goods not specified in the foregoing Articles, exported from the respective dominions of the contracting parties, shall be subject to a duty of five per cent. on the valuation inserted in the rowannah of the country from whence they were originally exported. If the goods shall have been exported from the Company's dominions to the dominions of the Nabob Vizier, His Excellency will collect the duty aforesaid at one of the stations mentioned in the third Article; if from the territories of His Excellency to the dominions of the Company, two and a half per cent. shall be levied at the first established station in the District of Benares, and two and a half per cent., at the first authorized station in the Province of Behar; or, should the said goods enter the Company's provinces without passing through the jurisdiction of Benares, the whole duty of five per cent. shall be collected at the first authorized station in the Province of Behar.

ARTICLE 10.

Goods exported from the Province of Bengal, Behar, or Orissa, or from the District of Benares to the dominions of the Nabob Vizier, after having paid the import duties to His Excellency, according to the rates and in the mode prescribed in the foregoing Articles, if sold in the dominions of the Nabob Vizier, shall be subject to the established local duties of the market or gunge in which they are disposed of. Provided, nevertheless, that if the said goods shall be sold for the purpose of being exported beyond the confines of His Excellency's dominions, and not for the consumption of the same, no local gunge or market duty, or any other duty whatsoever, shall be levied on account of such sale or purchase; but the import rowannah of the seller shall be endorsed by the Collector, or head officer in charge of such gunge, and delivered over to the purchaser, who shall transport the goods through the dominions of the Nabob Vizier, without further molesta-

tion. If such purchaser, however, should afterwards dispose of the said goods for consumption in any market or gunge in His Excellency's territories, they shall be subject to the established duties of the same. In like manner, goods exported from the dominions of His Excellency to the dominions of the Company, after having paid the import duty in the latter, according to the rates, and in the mode prescribed in the foregoing Articles, if sold in any gunge or market, shall be subject to the local gunge or market duties under the preceding limitations.

The gunge duties to be thus levied are not to exceed the ancient established rates, to which no addition shall be made without the mutual consent of the contracting parties.

ARTICLE 11.

If any renter, zeminder, collector of the revenues, jaghiredar, or holder of rent-free lands shall levy any duties or exactions on goods passing through the dominions of the contracting parties, and on which the regular duties shall have been paid, and rowannahs taken out as prescribed in the foregoing Articles, for the first offence he shall be fined twenty rupees for every rupee so exacted; for the second offence, forty rupees; and for the third offence, if a renter or collector of the revenues, he shall be fined one hundred rupees for every rupee so exacted, and be dismissed from his farm or employment; if a zemindar, jaghiredar, or rent-free landholder, he shall forfeit his lands. Any officer of the customs exacting more than he is authorized, shall, for the first offence, be fined ten times the amount so exacted, and be dismissed from his employment. The party injured shall be indemnified out of the fines for the sum so exacted, and it shall be left to the discretion of the contracting powers to grant such further portion of the said fines as they may deem adequate to the trouble and loss of the party so insured.

ARTICLE 12.

In order to discourage every attempt to evade the payment of the import duties, merchants endeavouring to pass the station at which they are to pay the same, without having previously taken out a rowannah, shall be subject to double duties; and the contracting parties agree to issue orders in their respective territories, requiring all persons to pay the duties and take out rowannahs for their goods, as directed in the foregoing Articles, before they approach an authorized station.

This Article not to extend to the local duties in the markets or gunges, which are to be collected in the mode, and under the limitations prescribed in the tenth Article upon the goods entering the same.

ARTICLE 13.

The contracting parties reserve to themselves the right of levying whatever duties they may think proper, on all goods produced and consumed within their respective dominions, and also on their own exports, and on all imports from other countries not under the dominion of the Company or the Nabob Vizier, the article

of Deccan, &c., cotton going to the Company's dominions excepted, on which His Excellency is to levy the duties as specified in the seventh Article.

ARTICLE 14.

If any dispute shall arise between the merchants of the respective States, it shall be decided by the laws of that State in which the defendant may reside. If the defendant be a resident in the Company's dominions, the plaintiff shall be allowed the privilege of stating his case, through the vakeel or Agent of the Vizier, to the Right Honourable the Governor-General in Council, who may refer it for decision to the provincial court of justice, within the jurisdiction of which the cause of action may have arisen, or the defendant may reside; in like manner, if the defendant be a resident in the Vizier's dominions, the plaintiff shall be entitled to represent his case, through the English minister, to His Excellency the Vizier, who may refer it for decision to such of his officers as he may think proper. It is further agreed, that should the collectors of customs, zeminders, or other subjects of either State, act in any respect towards the merchants and traders contrary to the true intent and meaning of this Treaty, the party injured shall be entitled to seek redress in the mode above prescribed

ARTICLE 15.

This Treaty not to extend to the Province of Rohilcund or Kuttair, in which His Excellency reserves to himself the right of collecting the duties according to the ancient established rates, or of increasing or diminishing the same as he may deem expedient.

ARTICLE 16.

His Excellency the Vizier having obtained the consent of the Nabob of Furruckabad to include his territories in this Treaty, and agreed to make him a compensation for any losses he may sustain in his revenues, in consequence of having relinquished his claim to the collection of separate duties on the Deccan, &c., cotton passing through his territories to the dominions of the Company, and on the exports from the Company's dominions, the territories of the said Nabob are included accordingly, and, as far as concerns the operation of this Treaty, are to be considered, in every respect, upon the same footing as a province of the dominions of His Excellency the Vizier.

ARTICLE 17.

This Treaty to be in force from the 1st of September next, corresponding with the 29th of Zehige, 1202 Hegira, or sooner, if it can be ratified and exchanged before that period.

Ratified at Fort William, 25th July, 1788.

CORNWALLIS.

No. LII.

TRANSLATION of an AGREEMENT entered into by HIS EXCELLENCY the NABOB VIZIER with the HONOURABLE the GOVERNOR-GENERAL, at LUCKNOW, executed the 20th of March 1797.

The Governor-General having represented to His Excellency the Vizier the late very great increase of the Company's military establishment, by the addition of several regiments of cavalry, both European and Native, and, in compliance with the Company's orders, solicited His Excellency's assistance to defray the consequent additional expense, His Excellency, in the fullest reliance that the Company's troops are ever ready, in conformity to existing Engagements, to protect and defend his dominions against the attacks of all enemies, agrees as follows:

That he will annually defray the actual *bona fide* expenses of a regiment of European and one of Native cavalry, that is to say, two regiments (the amount of which expenses, however, the Governor-General cannot at present specify) provided they shall not exceed upon any account five lakhs and a half of rupees per annum. The amount to be defrayed by monthly instalments, of which the first shall commence with the month of Bysack of the present Fussellee year.

No. LIII.

TREATY with the NABOB VIZIER SAADET ALI KHAN BEHAUDER,—21st February 1798.

Whereas, various Treaties have been concluded at different times, between the late Nabob Shuja-ul-Dowla Behauder, and the Nabob Ausuf-ul-Dowla Behauder, and the Honourable the English East India Company, to the mutual advantage of their respective dominions, the Nabob Vizier-ul-Momaluck Yemeen-ul-Dowla Nazim-ul-Mulk, Saadet Ali Khan Behauder, Mobarez Jung, and Sir John Shore, Baronet, on the part of the Honourable the East India Company, with a view to perpetuate the amity subsisting between the two States, and the advantages reciprocally resulting from it, now agree to the following Articles:—

ARTICLE 1.

That the peace, friendship, and union so long subsisting between the two States, shall be perpetual. The friends and enemies of either shall be the friends and enemies of both; and the contracting parties agree, that all the former Treaties and Agreements between the two States, now in force, and not contrary to the tenor of this Engagement, shall be confirmed by it.

ARTICLE 2.

By the existing Treaties between the States, the Honorable the East India Company are bound to defend the dominions of His Highness the Nabob Saadet Ali Khan against all enemies. And with a view to enable them to fulfil this Engagement, and at the same time provide for the protection of their own dominions, the English Company having largely increased their military establishment, by the addition of new levied regiments, both of infantry and cavalry, the Nabob Saadet Ali Khan, in consideration thereof, agrees, in addition to the annual subsidy paid by the late Nabob Ausuf-ul-Dowla to the English Company, being fifty-six lakhs seventy-seven thousand six hundred and thirty-eight rupees, to pay in perpetuity the further sum of nineteen lakhs twenty-two thousand three hundred and sixty-two rupees, making altogether the sum of seventy-six lakhs of rupees. The said rupees to be Oude Sicca Rupees, of the present weight and standard.

ARTICLE 3.

The above subsidy of seventy-six lakhs of Oude Sicca Rupees is to commence from the 21st day of January 1798, the date of the accession of the Nabob Saadet Ali Khan to the Musnud of Oude; and the said Nabob engages that it shall be punctually discharged, month by month, as it becomes due, in sums of six hundred and thirty-three thousand three hundred and thirty-nine Oude Sicca Rupees, five annas and four pie, of the present weight and standard, according to the kistbundy annexed.

ARTICLE 4.

That the arrears of subsidy due upon former Engagements, to the 21st of January 1798, also be immediately discharged.

ARTICLE 5.

The Nabob Saadet Ali Khan agrees that an annual allowance of one lakh fifty thousand Oude Sicca Rupees be made to Vizier Ali Khan, and agrees to pay the amount by monthly kists of twelve thousand five hundred rupees to the English Company, who will pay the same to the Vizier Ali Khan, as long as he shall continue to reside in the dominions of the English Company.

ARTICLE 6.

The stipends to the Begums and Princes at Benares amounting to two lakhs four thousand rupees per annum, and the Furruckabad pensions, amounting to twenty-three thousand six hundred and thirty-eight rupees, are included in the above sum of seventy-six lakhs of Oude Sicca Rupees.

ARTICLE 7.

The Governor-General Sir John Shore, Baronet, on the part of the East India Company, agrees that the English forces maintained in the country of Oude

for its defence, shall never consist of less than ten thousand men, including Europeans and Natives, cavalry, infantry and artillery. And if at any time it should become necessary to augment the troops of the Company in Oude, beyond the number of thirteen thousand men, including Europeans and Natives, infantry, cavalry, and artillery, the Nabob Saadet Ali Khan agrees to pay the actual difference occasioned by the excess above that number, and, in the same manner, if the troops of the Company in Oude, from any necessity, should be less than eight thousand men, including infantry, cavalry, artillery, Natives and Europeans, a deduction shall be made from the annual stipend, of seventy-six lakhs of rupees equal to the actual difference of men below the specified number.

ARTICLE 8.

As the English Company are not possessed of any Fortress in the dominion of Oude, the Nabob Saadet Ali Khan, having the fullest reliance on the friendship of the English Company, agrees to make over to their exclusive possession the Fort of Allahabad, with all its buildings and appurtenances, and the ghauts immediately dependent upon the Fort, together with as much land surrounding the Fort as may be necessary for the purpose of an esplanade: the Company agreeing to be answerable to the Nabob for the amount of the revenues collected from the said ghauts. The said Nabob also agrees to advance to the Company such a sum as may be necessary for strengthening and improving the fortifications of the Fort, provided that it does not exceed the sum of eight lakhs of Oude Sicca Rupees; and that the said amount, or actual amount of the expenditure, not exceeding eight lakhs of rupees, shall be paid to the Company within two years from the date of this Treaty, in such proportions as may be required for defraying the expense to which it is applicable. And the said Nabob Saadet Ali Khan Behauder, for the same reasons, further agrees to advance to the English Company, for the purpose of repairing the Fort of Futty Ghur, within six months from the date of this Engagement, a sum not exceeding, on the whole, three lakhs of Oude Sicca Rupees.

ARTICLE 9.

If, for the better protection and defence of the dominions of the Nabob Saadet Ali Khan, it should be deemed advisable to change the present stations of the troops at Cawnpore and Futty Ghur, the Nabob Saadet Ali Khan consents thereto, and that the troops shall be stationed in such places as may be judged most advisable and convenient, and that he will defray the expense attending their removal, and making cantonments for the troops.

ARTICLE 10.

As the English Company have incurred a considerable expense by their exertions in establishing the right of the Nabob Saadet Ali Khan, the said Nabob agrees, in consideration thereof, to pay the Company the sum of twelve lakhs, of Oude Sicca Rupees.

ARTICLE 11.

As the payment of the Company's troops in Oude depends upon the regular discharge of the subsidy, stated in the second and third Articles of the Treaty the said Nabob engages to exert his utmost endeavours to discharge the stipulated kist with punctuality; but if, contrary to the sincere intentions and exertions of the said Nabob, the payment of the kist shall fall into arrears the said Nabob Saadet Ali Khan engages and promises, that he will then give such security to the Company for the discharge of the existing arrears, and the future regular payment of the kists, as shall be deemed satisfactory.

ARTICLE 12.

Whereas, by the Engagements now entered into between the Nabob Vizier and the Company, the amount of the subsidy is considerably increased, and many other permanent charges upon His Excellency are incurred; on a comparison of his disbursements with the assets of his country, it becomes necessary to make such reduction in the superfluous charges of the public establishments, servants, etc., as may be requisite, and are consistent with His Excellency's dignity and convenience. To that end, the said Nabob agrees to consult with the Company's Government, and, in concert with them, devise the proper objects of such reductions and the best means of effecting them.

ARTICLE 13.

As the political interests of the Nabob Saadet Ali Khan and the English Company are the same, it is expedient that all correspondence between the Nabob Saadet Ali Khan and any foreign power or State shall be carried on with the knowledge and concurrence of the Company; and the Nabob Saadet Ali Khan agrees and promises, that no correspondence contrary to the tenor of this Article shall be carried on by him.

ARTICLE 14.

As the stipulations in the Commercial Treaty between the two States have not been enforced with due attention, particularly in the dominions of the Nabob Vizier, the contracting parties agree to exert their utmost endeavours to give force and effect to them.

ARTICLE 15.

The Nabob Saadet Ali Khan engages and promises that he will not entertain any Europeans of any description in his service, nor allow any to settle in his country without the consent of the Company.

ARTICLE 16.

The Nabob Saadet Ali Khan agrees, that a suitable maintenance shall be provided for the reputed children of his brother, the late Nabob Ausuf-ul-Dowla, and willingly promises to take them under his protection.

ARTICLE 17.

The Nabob Vizier-ul-Momalik Saadot Ali Khan Behauder, for himself and his heirs, and the Governor-General, Sir John Shore, Baronet, on the part of the East India Company, respectively promise to observe, sincerely and strictly, all the Articles contained and settled in the present Treaty; and they both agree, that they will give the greatest attention to maintain between themselves, their dominions, and their subjects, this present Treaty and all the Articles settled by it; that all transactions between the two States shall be carried on with the greatest cordiality and harmony on both sides, and that the said Nabob shall possess full authority over his household affairs, hereditary dominions, his troops, and his subjects.

Kistbundi (or Instalment) for the payment of the Annual Subsidy.

1st kist, for the month of January, payable on the 1st of February	6,33,333	5	4
2nd kist, for the month of February, payable on the 1st of March	6,33,333	5	4
3rd kist, for the month of March, payable on the 1st of April	6,33,333	5	4
4th kist, for the month of April, payable on the 1st of May	6,33,333	5	4
5th kist, for the month of May, payable on the 1st of June	6,33,333	5	4
6th kist, for the month of June, payable on the 1st of July	6,33,333	5	4
7th kist, for the month of July, payable on the 1st of August	6,33,333	5	4
8th kist, for the month of August, payable on the 1st of September	6,33,333	5	4
9th kist, for the month of September, payable on the 1st of October	6,33,333	5	4
10th kist, for the month of October, payable on the 1st of November	6,33,333	5	4
11th kist, for the month of November, payable on the 1st of December	6,33,333	5	4
12th kist, for the month of December, payable on the 1st of January	6,33,333	5	4
TOTAL SICCA RUPEES	76,00,000	0	0

J. SHORE.

Signed, sealed and interchanged at Lucknow, this Twenty-first day of February in the year of Our Lord One thousand seven hundred and Ninety-Eight, in the presence of—

J. LUMSDEN, *Resident.*

No. LIV.

ENGAGEMENT executed by the NABOB SAADET ALI KHAN to the BHOW BEGUM (mother of the late NABOB AUSUF-UL-DOWLA) under the guarantee of the COMPANY,—7th February 1798.

The Nabob Vizier Saadet Ali Khan, being impressed with sentiments of the sincerest respect and regard for Her Highness the Bhow Begum, and fully relying on her friendship and assistance in his affairs, whenever requisite, promises to show her every degree of respect and attention, and do everything to promote

her convenience and comfort; as a proof of which the said Nabob agrees, that the pensions allotted for the Sahauss and Khoord Mehal shall be paid by Her Highness, and the Mehal of Goanda be made over to her, as a jaydaud, for that purpose. And as a public demonstration of the said Nabob's cordial respect and attention towards Her Highness, he further consents, that the Mehals of Oude, Putchumrout Mungulsee, being situated in the vicinity of Fyzabad, which has long been her fixed residence, be ceded to her in Jaghire, and that the English East India Company be considered as guarantees to this Engagement; in testimony whereof, the said Nabob has hereunto set his seal, and the Governor-General his signature.

No. LV.

TREATY between the HONOURABLE the EAST INDIA COMPANY and HIS EXCELLENCY the NABOB VIZIER-UL-MOMALIK, YEMEEN-OO-DOWLA, NAZIM-UL-MOOLK, SAADET ALI KHAN BEHAUDER, MOBAURIZ JUNG, for ceding to the COMPANY, in perpetual sovereignty, certain portions of HIS EXCELLENCY'S territorial possessions, in commutation of the subsidy now payable to the COMPANY by the VIZIER,—10th November 1801.

Whereas, by the Treaty now subsisting between His Excellency the Vizier and the Honourable the East India Company, the Company have engaged to defend His Excellency's dominions against all enemies, and to enable them to fulfil that Engagement His Excellency is bound by the aforesaid Treaty to pay to the Company, in perpetuity, the annual subsidy of seventy-six lakhs of Lucknow Sicca Rupees, and is further bound by the said Treaty to defray the expense of any augmentation of the force, which, in addition to the number of troops stipulated in the Treaty, shall be judged necessary to enable the Company to fulfil their Engagements of defending His Excellency's dominions against all enemies; and whereas it is advisable that the funds for defraying these charges be established on a footing which shall admit of no fluctuation of either increase or decrease, and which shall afford satisfaction and security to the Company in regard to the regular payment in perpetuity of all such charges: The following Treaty, consisting of ten Articles, is concluded on the one part by His Excellency the Most Noble Marquis Wellesley, K.P., Governor-General for all affairs, civil and military, of the British Nation in India, through the Honourable Henry Wellesley and Lieutenant-Colonel Scott, under full powers vested in them by the said Governor-General, for the purpose of concluding a Treaty with His Excellency the Vizier, in the name and on the behalf of the Governor-General; and on the other part by His Excellency the Nabob Vizier-ul-Momalik, Yemeen-Oo-Dowla, Nizam-ul-Moolk, Saadet Ali Khan Behauder, Mobauriz Jung, on behalf of himself and his heirs and successors, for ceding to the Honourable the English East India Company, in perpetual sovereignty, certain portions of His Excellency's territorial possessions in commutation of the former and augmented subsidy, and of all other sums of money now chargeable to His Excellency, on account of the Company's defensive Engagements with His Excellency.

ARTICLE 1.

His Excellency the Nabob Vizier hereby cedes to the Honourable the East India Company, in perpetual sovereignty, the undermentioned portions of his territorial possessions, amounting in the gross revenue to one crore and thirty-five lakhs of rupees, including expenses of collections, in commutation of the subsidy, of the expenses attendant on the additional troops, and of the Benares and Furruckabad pensions.

Statement of the Jumma.

Chuckla Korah, Kurrah, and Chuckla Etawah					55,48,577	11	9
Kehr and others					5,33,374	0	6
Furrackabad and others					4,50,001	0	0
Khairaghur and others					2,10,001	0	0
Azimghur and others, Azimghur, Mownaut Bunjun					6,95,624	7	6
Goruckpore and others and Butwul	Goruckpore, etc.	5,09,853	8	0			
	Butwal	40,001	0	0			
					5,49,854	8	0
Soubah of Allahabad and others					9,34,963	1	3
Chuckla Bareilly, Asophabad, and Kolpoory					43,13,457	11	3
Nabob Gunge, Kebly, and others					1,19,242	12	0
Mohoul and others, with the exception of the Talook of Arwul					1,08,378	4	0
TOTAL JUMMA, LUCKNOW SA. RS.					1,35,23,474	8	3

The above-mentioned mehals being ceded to the Honourable Company, as held by the Aumils, in the year 1206 Fussellee, no claims are to be hereafter made on account of villages or lands which in former years may have been added to or separated from the said mehals.

ARTICLE 2.

The subsidy which by the second Article of the Treaty of 1798, His Excellency engaged to pay to the Company (now that territory is assigned in lieu thereof and of the expenses of the additional troops) is to cease for ever; and His Excellency is released from the obligation of defraying the expenses of any additional troops which at any time may be required for the protection of Oude and its dependencies, whether of the countries ceded to the Company or the territories which shall remain in the possession of His Excellency the Vizier.

ARTICLE 3.

The Honourable the East India Company hereby engage to defend the territories which will remain to His Excellency the Vizier, against all foreign and domestic enemies; provided always, that it be in the power of the Company's Government to station the British troops in such part of His Excellency's dominions as shall appear to the said Government most expedient; and provided further that His Excellency, retaining in his pay four battalions of infantry, one

battalion of nujeebs and muwattees, two thousand horsemen, and to the number of 300 golundauz, shall dismiss the remainder of his troops, excepting such numbers of armed peons as shall be deemed necessary for the purposes of the collections, and a few horsemen and nujeebs to attend the persons of the Aumils.

ARTICLE 4.

A detachment of the British troops, with a proportion of artillery, shall at all times be attached to His Excellency's person.

ARTICLE 5.

That the true intent and meaning of the 1st, 2nd, 3rd and 4th Articles of the Treaty may be clearly understood, it is hereby declared, that the territorial cession, being in lieu of the subsidy, and of all expenses on account of the Company's defensive Engagements with His Excellency, no demand whatever shall be made upon the treasury of His Excellency on account of expenses which the Honourable Company may incur, by assembling forces to repel the attack or menaced attack of a foreign enemy, —on account of the detachment attached to His Excellency's person,—on account of troops which may occasionally be furnished for suppressing rebellions or disorders in His Excellency's territories,—on account of any future change of military stations,—or on account of failures in the resources of the Ceded Districts, arising from unfavourable seasons, the calamities of war or any other cause whatsoever.

ARTICLE 6.

The territories ceded to the Honourable Company by the first Article of this Treaty shall be subject to the exclusive management and control of the said Company and their officers, and the Honourable the East India Company hereby guarantee to His Excellency the Vizier and to his heirs and successors the possession of the territories which will remain to His Excellency after the territorial cession together with the exercise of his and their authority within the said dominions; His Excellency engages that he will establish in his reserved dominions such a system of administration, to be carried into effect by his own officers, as shall be conducive to the prosperity of his subjects, and be calculated to secure the lives and property of the inhabitants; and His Excellency will always advise with, and act in conformity to, the counsel of the officers of the said Honourable Company.

ARTICLE 7.

The districts ceded by the first Article of this Treaty shall be delivered over to the Company's officers from the commencement of the Fussellee year 1209, corresponding with the 22nd of September A.D. 1801, and His Excellency will continue to pay the subsidy and the expense of the additional troops from his treasury, in the same manner as hitherto observed, until the Company's officers shall have obtained complete possession, from His Excellency's officers, of the countries so ceded; the Company will not claim any payment of subsidy from

His Excellency's treasury, after their officers shall have obtained possession of the Ceded Districts.

ARTICLE 8.

The contracting parties, with a view of establishing such a commercial intercourse between their respective dominions as shall be mutually beneficial to the subjects of both States, hereby agree to form a separate Commercial Treaty; in the meantime it is agreed that the navigation of the Ganges and of all other rivers where they may form the mutual boundary of the two States shall be free and uninterrupted; that is to say, that no boats passing up and down the Ganges or other rivers, where they form the mutual boundaries of both States, shall be stopped or molested for duties, nor shall any duties be exacted from boats which put to in the possessions of either of the contracting parties, without intention of landing their goods: it shall, however, be in the power of both Governments to levy such duties as they may think proper on goods imported into, or exported from, their respective dominions, not exceeding the present usage; it is further stipulated, that no exemption from duties on articles purchased in His Excellency's reserved dominions for the consumption of the troops situated within the Ceded Territories shall be claimed, after they shall have been delivered over to the Company's officers.

ARTICLE 9.

All the Articles of former Treaties for establishing and cementing the union and friendship subsisting between the two States are to continue in full force, and all the Articles of the Treaty concluded by the late Governor-General, Sir John Shore, on the part of the Honourable the East India Company, and His Excellency the Vizier, in the year 1798, not annulled by this Treaty, are to remain in full force, and to continue binding upon both contracting parties.

ARTICLE 10.

This Treaty, consisting of ten Articles, has been settled and concluded through the Honourable Henry Wellesley and Lieutenant-Colonel Scott, under the full powers vested in them by the Governor-General as aforesaid, with His Excellency the Vizier, in the City of Lucknow, on the 10th day of November, in the year of Our Lord One Thousand Eight Hundred and One, corresponding with the second of the month of Rejib of the year Twelve Hundred and Sixteen Hegira.

WELLESLEY.

SEAL OF SAADET ALI KHAN.

Ratified by His Excellency the Most Noble the Governor-General, on the Ganges near Benares on the Fourteenth day of November 1801.

N. B. EDMONSTONE,

Secy. to the Govt., Sec. and Pol. Dept.

No. LVI.

MEMORANDUM of the final result of the discussions between HIS EXCELLENCY the MOST NOBLE the GOVERNOR-GENERAL and the NABOB VIZIER of Oudh, —1802.

On the 15th of February 1802, His Excellency the Nabob Vizier transmitted to the Governor-General a paper of propositions, to which His Excellency required the Governor-General's assent: and the Governor-General after full deliberation on the contents of the said paper, returned a distinct answer to each of the Articles therein detailed. His Excellency the Vizier, in a paper delivered on the 22nd of the same month, proposed certain modifications of the Governor-General's answers, and the original propositions, together with the Governor-General's answers and the Vizier's proposed modifications thereof, were fully discussed at a conference holden between the Governor-General and His Excellency the Vizier, on the 24th of the same month. In consequence of this conference, it was mutually agreed that certain of the Articles of the original paper of propositions should be altogether omitted, and that the Governor-General's reply to the third Article should be modified in conformity to the suggestion of His Excellency the Vizier. At the same conference His Excellency the Vizier, adverting to the Governor-General's suggestion, in his reply to the second Article, that the Vizier should appoint some person to conduct, in the quality of Minister, the ordinary details of public affairs, proposed to constitute and appoint his second son, Mirza Ahmed Ali Khan, to act in that capacity. The Governor-General, at the same conference, deemed it to be expedient to declare to His Excellency the Vizier the general principles which, in His Lordship's judgment, should regulate the connection and intercourse between the two States, as resulting from the Treaty concluded between the Honourable Company and His Excellency the Vizier, on the 10th November 1801. With a view to obviate all future doubts on the subject and result of these communications and conferences, the Governor-General now commits to writing the final determination of the several points discussed between His Lordship and the Vizier, and affixes his seal and signature to this paper, and directs the Secretary in the Political Department, who was present at every conference, and who interpreted between the Governor-General and the Vizier, to countersign this paper.

Propositions.	*Answers.*
Let no one, as has hitherto been the practice, afford countenance and support to any person, to impede the recovery of just balances from Aumils and others; but, on the contrary, let him (meaning the Resident) afford assistance to the Circar in the recovery of those balances. If the Resident	Unobjectionable; and this proposal shall be observed. The Resident shall be furnished by His Excellency the Nabob Vizier with all the information necessary to establish the justice of the proceeding by vouchers and proofs.

Propositions.	*Answers.*
is desirous of withholding me from the prosecution of any particular measure, let him state his sentiments to me in private, in which case (as I am far from being disposed to act unjustly) either I will prove to the Resident the equity of the proceeding, or the Resident will set me right, and, in the latter event, I will, in conformity to his desire, abandon such proposed measure, and no one will be apprised of any disagreement subsisting between us.	
Regular tribunals, in which I do not desire to possess any exclusive interest shall be established, for the sole purpose of giving effect to the Mahomedan law, of fulfilling just claims, and of securing the lives and properties of the people. It is necessary that all persons should subject themselves to the jurisdiction of those tribunals; and if any person should refuse to acknowledge the jurisdiction or oppose the authority of those tribunals, let the Company's Officers assist in enforcing obedience to them.	This is perfectly wise and proper.
I consider Her Highness the Begum as my superior, and I am extremely desirous of supporting her dignity, and of promoting her ease. I have no concern with the produce and revenues of her jaghire, nor of any of the jaghiredars; but the authority of the courts of justice, the adjustment of disputes, the redress of grievences, the observance of the civil and criminal punishments, and all other points connected with the administration of justice, must be conducted under my orders, in the Cities of Lucknow and Fyzabad, and in all the jaghires in the same manner as in the rest of my	The administration of justice in the Begum's jaghire must be under the Nabob's authority, and the Begum's servants must be subject to it. The authority of the Nabob's courts will be enforced by the British power.

Propositions.	*Answers.*
dominions. For these things appertain to the Sovereign, whose duty it is to prevent every species of oppression. Her Highness' servants must not, in any manner, interfere in them, for a partnership in Government is inadmissible. It is for Her Highness' own credit that she should state to me whatever may be her desire in points of the nature above described, in order that what she desires may be accomplished, through the medium of the officers of my Government. The state of affairs hitherto prevailing has been this: that frequent tumults and bloodshed have occurred in Fyzabad, and in Her Highness' jaghire, and not the slightest attention has been paid by Her Highness to anything that I have said or written. In the time of my late brother, the settlement of disputes in the jaghires was left to the Circar. These points will give efficacy to my Government.	
I request that His Lordship will have the goodness to send for Daraub Ali Khan, and desire that, exclusively of the jaghire, such property, lands, bazars, gardens, &c., to a considerable extent, belonging to the Circar, as the officers of Her Highness have unjustly, and without the requisite vouchers (Sunnud), appropriated since four years (a fact which Mr. Lumsden, Moiary Golaum Kauder Khan, his Moonshee, and other creditable persons such as Almas Ali Khan, Daraub Ali Khan, and their respective vakeels, can substantiate, and are fully acquainted with, which Her Highness herself formerly acknowledged, which all the most creditable officers of the Circar, such as Jye Sookh Roy, &c.	The Governor-General proposes to take all the matters depending between the Nabob and Begum into full consideration, and to effect a settlement between the Begum and the Nabob, on just, equitable and permanent principles.

Propositions. | *Answers.*

know, and a statement of which property is to be found upon their records, and the appropriation of which property occasions a considerable loss to me, at a time when I am not in a condition to sustain any loss) may be restored to me, and the profits which may have been collected from such property made over to me, so that my losses therein may be compensated. This will be in conformity to Her Highness' engagements. Let His Lordship have the goodness to transmit orders to the Honourable Henry Wellesley, upon the following points.

Not to afford protection to fugitives from my country, but to surrender such, when demanded by me, or else to expel them from it.

All criminals will be reciprocally surrendered: but the subjects of both States, who shall not be accused of capital crimes, should be at liberty to pass freely from one country to the other, and to be established, reciprocally in either.

In the event of any of the dependants of my Circar applying for farms within the Ceded Districts to require such person to execute a writing, binding himself to take such farm only on condition that he is not in balance to the Circar.

All balances, now or hereafter due to the Circar, to be adjusted within a reasonable time, and engagements to be taken to this effect from all persons in balance.

There are several of my Aumils retaining lands in the Ceded Districts, who are in balance to the Circar, to give me credit in his accounts for the sums due by such Aumils, or else to deliver up those Aumils to me, that I may recover from them what is justly due, and then let them go. When they have settled their accounts with the Circar, Mr. Wellesley will, of course, enter into such engagements with them as he may think proper.

None of the Nabob's Aumils are now employed in the Ceded Provinces.

There are many gardens and other property belonging to the Circar, in

Any property of this description which the Nabob shall satisfy the

Propositions.	*Answers.*
the country ceded for the charges of the troops, which are quite distinct from the revenue of the country, in the same manner, for instance, as at this moment at Benares, there is property belonging to me, and still in my occupation: let His Lordship have the goodness to direct that any property of that description in the Ceded Districts may be given into the possession of my people. A statement of the particulars of such property, gardens, &c., within the Ceded Districts, shall be given in.	Lieutenant-Governor to belong to His Excellency, will, of course, be delivered over to his servants.
I have been induced to cede the districts for the charges of the British Troops merely to gratify His Lordship, deeming it necessary so to do in consequence of Mr. Wellesley's arrival, and resolving to conform to His Lordship's wishes, and to obey His Lordship's commands. Let strict orders be issued that no one may be permitted to injure or destroy any mosques, tombs, or imaumbarrahs, which now exist within those districts.	Orders shall be issued accordingly.
An engagement was contracted for paying to the Circar the monies collected at the ghauts at Allahabad. Four years have now elapsed since that time, and though I have repeatedly made application to the Resident upon this subject, nothing has hitherto been paid on that account, which occasions a considerable loss to me. Let orders be issued for the payment of those monies agreeably to engagement.	Orders will be issued for the settlement of this account.
Mr. Wellesley promised to send the Treaty; it has not yet, however, been received. Let His Lordship (or Mr. Wellesley) be reminded to send it.	The Treaty has been sent.

Propositions.	*Answers.*
The Nabob Vizier proposes that his son, Mirza Ahmed Ali Khan, be appointed to the situation of Minister for the affairs of his Government.	The Governor-General concurs in this proposition, and considers Mirza Ahmed Ali Khan to have been appointed accordingly.
I hope from His Lordship's kindness that His Lordship will in my presence, explain all the foregoing points to the Resident, and direct him to act in conformity to them; and that His Lordship will also enjoin the Resident, after His Lordship's departure, to occasion no delay or impediment in my departure, whenever I may choose to set out, and to assist me in the preparations for my journey.	In conformity to His Excellency's desire, the proposed explanation and injunctions were stated to the Resident by the Governor-General, in His Excellency's presence on the 24th February.
	The Governor-General now proceeds to state the general principles, by which the connection and intercourse between the two States are to be regulated henceforth. By the terms of the Treaty concluded between the British Government and His Excellency the Vizier, on the 10th November 1801, His Excellency the Nabob's authority is to be completely established within his reserved dominions, and to be exercised through His Excellency's own officers and servants, the British Government having engaged to guarantee the establishment and exercise of His Excellency's authority within his reserved dominions, and the Governor-General will never depart from this engagement. His Excellency has engaged to establish within his reserved dominions such a system of administration as shall be conducive to the prosperity of his subjects, and be calculated to secure the lives and property of the inhabitants. The system of administration is to be carried into effect by His Excellency's own officers and servants, and by his own authority.

Propositions.	*Answers.*
	His Excellency has also engaged always to advise with, and to act in, conformity to the counsel of the officers of the Honourable Company. In the establishment, therefore, of an improved system of administration within the reserved dominions, and also in all affairs connected with the ordinary government of those dominions, and with the usual exercise of His Excellency's established authority the Vizier has engaged to advise with the British Government, and to conform to its counsels. Those counsels will always be offered to His Excellency in the form of friendly advice, and in the spirit of reciprocal confidence, and of mutual regard and respect. The Governor-General, when the importance of the subject shall require, and the nature of the occasion shall admit his immediate intercourse with the Vizier, will offer the advice of the British Government to His Excellency, by a direct communication, either in person or by letter. The British Resident at Lucknow, however, is the constituted local representative of the British Government, and the ordinary and established channel of communication in all cases whatever. The Resident will, therefore, in the common course of business, offer to the Vizier the advice of the British Government, in the name of the Governor-General; and in every case which may require the Resident to state such advice, it is to be received as proceeding immediately from the Governor-General.

Propositions.	*Answers.*
	Such advice will be offered by the Resident in all practicable cases, under the general or specific orders of the Governor-General.
	The Resident must advise the Nabob with perfect cordiality, and must employ every endeavour to coincide with His Excellency in an uniform course of measures, and to unite sincerely with His Excellency, in carrying into effect, exclusively under His Excellency's authority, and through His Excellency's officers, those measures which shall be determined upon in conformity to the counsels of the British Government. In cases requiring the aid of the British Government, or the assistance of the British troops, they shall be employed according to the exigency of the occasion.
	The Resident must conduct himself towards the Nabob Vizier, on all occasions, with the utmost degree of respect, conciliation, and attention, and must maintain cordial union and harmony in all transactions, and must endeavour to impart strength and stability to His Excellency's authority.
	The Resident must never proceed to act in the affairs of the reserved dominions, without previous consultation with His Excellency or with his Ministers, and the Resident must, in the first instance, observe strict secrecy with regard to the subject of such consultations, until the measures to be adopted shall be finally determined.
	Under these regulations, the Governor-General expects that the Nabob Vizier will act in conformity to the

Propositions.	*Answers.*
	advice and representations of the Resident; and as no question of difficulty remains between the British Government and His Excellency, the Governor-General entertains a confident hope that no future vexation can occur in the transaction of affairs.

WELLESLEY.

N. B. EDMONSTONE,
Secy. to Government,
Secret and Pol. Dept.

No. LVII.

TREATY with NABOB SAADET ALI,—14th January 1812.

Whereas, disputes and contentions have arisen between the subjects of the Honourable Company and of the Government of His Excellency the Vizier, regarding the boundaries of their respective villages, the possession of lands acquired by alluvion, and of islands formed in the rivers which constitute the frontier of the two States; therefore, and with the view of settling and obviating such disputes at the present and in all future times, the following Treaty is concluded by His Excellency the Nabob Vizier-ul-Momalik Yemeen-Oo-Dowla, Nazim-ul-Moolk, Saadet Ali Khan Behauder, Mobauriz Jung, for himself, his heirs and successors, and by Major John Baillie, Resident at Lucknow, by virtue of full powers vested in him for this purpose on the part of the Right Honourable Gilbert, Lord Minto, one of His Britannic Majesty's Most Honourable Privy Council and Governor-General of all the British possessions in the East Indies, on the part of the Honourable the United East India Company and their heirs and successors.

ARTICLE 1.

Every island and portion of ground which at the end of the Fusselleo year 1208 appertained to the Ceded Territory belong now to the British Government, and every island and portion of land that appertained to the reserved dominions belong now to His Excellency the Vizier. Any island originally belonging to either State which shall, by inundation, disappear, shall, on its reappearance, belong to that State whose property it originally was, although its form may be altered; and all villages and lands situated on the boundary of the two States which appertained at the above period to either of the States shall hereafter and for ever, without dispute, be the property of the State to which they belonged at that time.

ARTICLE 2.

If any river or stream forming the boundary of the two States shall, by gradually changing or receding from its present channel or course, occasion an alluvion or create an increase of land on either of the banks of such river, the land so gained by alluvion shall be the unquestionable property of the State whose territory is situated on the bank from which the river may have receded, notwithstanding any loss which may arise to the other party from the encroachment of such river on his territory.

ARTICLE 3.

All islands which have been formed in the channels of rivers or streams forming the boundaries of the two States since the end of the year 1208 Fussellee or which may hereafter be so formed, shall be adjudged to belong to the State on whose frontier the channel may be fordable, and in the case of the channels on both sides of the island being equal in point of depth, the island shall be considered to form a part of the territory of that State to which at any point it is the most contiguous.

ARTICLE 4.

In the case of a subsequent alteration in the course of the principal channel of a river or stream forming the boundary of the two States, that is, if the channel on either side of an island which was in the first instance deep, shall become shallow, and the channel, on the opposite side become deep, in this case the right to the island shall again be transferred to the State on whose boundary the channel is shallow, and the same rule shall be applied to eventual changes in the contiguousness and distance of islands from the territories of the two States. Further as, with a view to ascertain the comparative depth and breadth of the opposite channels of a river in which an island may be formed, the specification of a period is indispensable, the contracting parties do hereby stipulate and agree that the commencement of the season of the rubee be the specific period assigned in all cases of dispute for ascertaining the depth and breadth of the channels.

ARTICLE 5.

If at any time, as in the case of rivers or streams forming the common boundary which wind greatly in their course, an arm or portion of land shall be separated from the territory of either State by the total alteration of the course of a river or stream, the land so separated shall belong exclusively to the State to whose territory it may by such alteration have been annexed, notwithstanding any territorial loss which may be sustained by the opposite party.

ARTICLE 6.

What has been agreed to in the foregoing Articles, relates merely to the prevention of disputes between the two States with respect to the lands alluded to in those Articles, and has no reference whatever to the rights of zemindars.

ARTICLE 7.

This Treaty, comprising seven Articles, having been settled and concluded in the City of Lucknow, on the 14th of January, in the year of our Lord 1812, corresponding with the 28th of the month of Zilhujjii, of the year 1226 Hegira, Major John Baillie, Resident, has delivered to the Vizier one copy of the same in English and Persian, sealed and signed by him, and His Excellency the Vizier has delivered to Major Baillie another copy, also in Persian and English, bearing His Excellency's seal and signature, and Major Baillie hereby engages to procure and deliver to His Excellency the Vizier, within the space of thirty days, a copy of the same, under the seal and signature of the Right Honorable the Governor-General, when the copy under his own seal and signature shall be returned.

J. BAILLIE,
Resident.

SAADET ALI KHAN'S SEAL.

This treaty was ratified by the Governor-General in Council.

No. LVIII.

DEED of DEPOSIT executed by the BUHOO BEGUM,—1813.

Witnesses :

BEGUM'S SEAL.

BOOBOO SOODH BUTCHUN
and
DARAB ALEE KHAN.

This is an obligation in the manner of a Deed of Deposit by Her Highness the Bow Begum, daughter of Mootumen-ood-Dowla Ishak Khan, deceased, wife of Nawab Shooja-ood-Dowla, deceased, and mother of the late Nawab Asuf-ood-Dowla, in favor of the Honourable Company's Government, whose guarantee for the security and protection of Her Highness, her friends and dependents, has long been established to the effect underwritten, *viz.*:—

My jaghire, houses, property and goods of every description shall remain in my possession while I live, and I alone shall have the power of using them for the support and provision of those who are dear to me, my nephews and other relations, dependents, eunuchs, and female slaves, &c., as I think proper. But being mindful of the uncertainty of this transitory life, and with a view to future events, while yet in health of body and of sound intellect and judgment, I hereby give and surrender in trust and deposit, to the Members of the Honourable Company's Government, the whole of the property and goods in ready money, household furniture, plate and jewels, &c., now in my possession, amounting to the sum of seventy lakhs of rupees, as particularly stated and described in a separate

schedule under my seal, and whatever I may hereafter acquire and possess from this date till the day of my death, conferring and bestowing on the said Government the fullest power and authority over all my said property and possessions, for the purpose and with the intent that they, the members of the said Government, in consideration of their ancient friendship for me, and as they have done hitherto during my life time, do continue after my death to be the guardians and protectors of all those who are dear to me, my nephews, connections, eunuchs and other dependents, and do secure and preserve to those persons individually, name by name, and to their heirs and successors for ever, the jaghires and monthly allowances in money from the income of my personal wealth, which I have assigned to each of them respectively in a separate statement under my seal; that so they may be rendered independent of every other person for subsistence.

The British Government will further protect my said relations and dependents against all tyranny and oppression, and will support them in the unmolested possession of all such houses, gardens, bazars and shops, profits and perquisites of every description, as they may have occupied and enjoyed during my life, taking care that no person shall disturb either them or their heirs or successors in the occupation and enjoyment of those possessions; and as my faithful servant Darab Alee Khan Nazeer, and all other public officers, eunuchs, and dependents of my Government have hitherto satisfied me, and will continue to do so during my life, as to the accuracy of their conduct and accounts no demands should hereafter be made against them, nor should they be required to give any account, save for the immediate surrender and delivery to the Honourable Company's Government, agreeably to my orders, of the property in money and goods above stated to be now in my possession, and the further amount to be accumulated from this date until the day of my death, of which a faithful account shall be rendered.

In addition to the several provisions to individuals which are stated in the accompanying list, the sum of three lakhs of Sicca Rupees is to be given to my servant Darab Alee Khan for the purpose of erecting a mausoleum over the place of my interment, and one lakh of Sicca Rupees to be appropriated as a donation to the shrines of Karbula, Nujufe Ashruff, and other holy places, at the discretion of my said minister, who is a faithful and religious person, and will apply the money to the purposes specified. To defray the annual expenses of the said mausoleum, villages in the Pergunnah of Puchumrath, having a clear jumma of Sicca Rupees ten thousand, shall be allotted; and the surplus revenue of the villages to be given to the poor and religious inhabiting the said mausoleum, that they may enjoy peace and tranquillity of mind.

The stipends of those that are dear to me, my nephews, eunuchs, booboos, female slaves, and other dependents, to be regularly paid from the revenue of my jaghire, or from the income of my personal wealth, to Darab Alee Khan who will distribute the money among them, and whose recommendations and suggestions shall be received and attended to on their behalf, and after establishing and securing the whole of the above-mentioned salaries and pensions, and paying

the foregoing sums, the balance of my property in ready money and valuables shall be at the entire and uncontrolled disposal of the Honourable Company's Government, to do whatever they please with it, and to give it to whomsoever they please.

But as some of my relations and connections, who are mentioned in the accompanying list, have jaghires and established allowances in money from another Government, which are liable to resumption or diminution on the death of the present possessors, contrary to the practice of my Sircar, it is incumbent on the Honourable Company's Government, with a view to its own reputation and for the credit of my name, after securing the several provisions detailed in the accompanying list, to reserve in its own hands such a portion of the residue of my property as will ensure a suitable provision in perpetuity to the descendants of those of my relations, whose allowances may be resumed at their death, that no person related to me may be left in an indigent condition.

BEGUM'S SEAL.

SCHEDULE of the contents of the Treasury and apartments in the Palace of Her Highness the Bow Begum, under her Seal.

GRAND TOTAL—SEVENTY LAKHS OF RUPEES.

In the house of the late Juwahur Alee Khan.

SIXTY-FOUR LAKHS, *viz.* :—

In Rupees.

Sixty-one lakhs and forty-seven thousand five hundred and two Rupees.
Rupees . . . 61,47,502

In Gold Mohurs and Gold.

Two lakhs and fifty-two thousand four hundred and ninety-eight Rupees and fourteen annas, *viz.* :—

15,448 Gold Mohurs, valued at Rupees .	2,31,671	11¾
1,279-2-4 tolahs of Gold, Rupees . . .	20,827	2¼
Rupees . .	2,52,498	14

Accumulated in the time of the late Juwahur Alee Khan, and deposited in the large room close to the Abdar Khana, locked and sealed with Her Highness' seal.

TWENTY-FIVE LAKHS AND SIXTY-FIVE THOUSAND FIVE HUNDRED AND EIGHT RUPEES, TWELVE ANNAS AND A HALF, *viz.* :—

In Rupees.

Twenty-four lakhs fifteen thousand three hundred and ninety-eight, and four annas.

Rupees 24,15,398-4 annas.

In Gold Mohurs and Gold.

One lakh and fifty thousand one hundred and eighty-two Rupees, eight annas and a half, *viz.* :—

9,100 Gold Mohurs, valued at Rupees .	1,32,711	1¼
1,070 9-4 tolas of Gold, Rupees . . .	17,466	7
Rupees . .	1,50,182	8¼

Recent accumulation since the death of Juwahur Alee Khan.

THIRTY-EIGHT LAKHS AND THIRTY-FOUR THOUSAND FOUR HUNDRED AND TWENTY RUPEES, THREE ANNAS AND THREE-QUARTERS, *viz.* :—

In Rupees.

Thirty-seven lakhs thirty-two thousand one hundred and three Rupees, fourteen annas, *viz.* :—

Sicca Rupees of present currency .	28,86,372	13¾
Ditto of the 2nd sun .	75,045	12
Ditto 22nd ditto	8,650	0
Corah and Rukabee Rupees . . .	7,62,035	4¼
Rupees . .	37,32,103	14

In Gold Mohurs and Gold.

One lakh and two thousand three hundred and sixteen Rupees, five annas and three quarters, *viz.* :—

6,847 Gold Mohurs, valued at Rupees .	98,953	10¼
208-5 tolahs of gold, Rupees . . .	3,360	11½
Rupees . .	1,02,316	5¾

Places of Deposit of the Recent Accumulation.*

In the cellar below the Bara Durree, Gold Mohurs and Rupees .	15,38,991	8
In a small apartment adjoining the Old Kutcherrie, Sicca and Corah Rupees	9,38,641	3½
In the Hall of the Old Kutcherrie, Gold Mohurs and Gold, Sicca and Rukabee Rupees	5,44,771	15
In a small apartment of the house, in Gold Mohurs, Sicca and Corah Rupees	8,12,015	9¼
	38,34,420	3¾

* *N.B.*—The several sums of money deposited in the places above specified are contained in chests which are buried under the floors excavated for that purpose, and carefully covered over, so that no trace of the deposit appears.

J. BAILLIE,
Resident.

Places of Deposit.

In Her Highness the Begum's Palace called Mootee Muhl, *viz.* :—

In a small apartment adjoining that in which she sleeps . .	Jewels.
In a larger apartment, called the Toshakhana or Wardrobe .	Jewels.
In an apartment of the Cheenee Khana	Utensils of gold, silver, and glass.

The whole of the property in money and jewels, &c., contained in those three places of deposit, is estimated by guess at the sum of six lakhs of rupees.

J. BAILLIE,
Resident.

The Obligation of Darab Ali Khan, received the 25th July 1813.

Witnesses:

BOOBOO SOODH BUTCHUN and MEER AMEER HYDER.

DARAB ALI KHAN'S SEAL.

Whereas Major John Baillie, Resident at Lucknow, having this day attended in the presence of Her Highness the Bow Begum, received from Her Highness' hands a statement of the contents of her treasury, amounting to the sum of sixty-four lakhs of Rupees, and was further informed by Her Highness that, besides the above-mentioned sum, a lakh of Rupees, in ready money, and jewels, etc., of the value of five lakhs of Rupees, are certainly in Her Highness' possession, in apartments of her palace pointed out, I therefore, hereunto subscribing, do hereby promise and engage, in the case of my surviving Her Highness the Begum, to deliver to the Honourable Company immediately after Her Highness' death, the whole of the sum above stated, of seventy lakhs of Rupees in money and jewels as specified, together with all further sums that may accumulate in Her Highness' treasury from this time till the period of her death, and of which a faithful account shall be rendered.

In witness whereof, I have written this obligation on the 25th day of the month of Rujub 1228 Hijery.

J. BAILLIE,
Resident.

Detailed statement of monthly allowances to the relations, connexions, eunuchs, servants, dependents and slaves of Her Highness Ammut-ooz-Zuhura, daughter of Ishak Khan, deceased, and of other necessary expenses, to be paid and defrayed in perpetuity to the persons and for the purposes specified from the p.incipal and interest of her wealth, as particularly stated in a Deed of Deposit under her seal, dated the 26th of Rujub 1228 Hijery (25th of July 1813), in favour of the Honourable Company's Government—these allowances being in addition to, and exclusive of, the pensions established of old and payable by the Vizier's Government to the several members of the Khas Muhl, to the families of Mirza Ali Khan and Salar Jung, and to the three sons of the latter, Mirza Cassim Ali Khan, Akbur Ali Khan, and Asghur Ali Khan.

Total—two lakhs and ninety-six thousand nine hundred and seventy-six Rupees per annum, or twenty-four thousand seven hundred and forty-eight Rupees per mensem.

Witnesses.

BOOBOO SOODH BUTCHUN.

DARAB ALI KHAN

BEGUM'S SEAL

To Beebee Lootf-oon-Nissa and other sixteen persons, ten thousand nine hundred rupees per mensem, viz. :—

	Rs.	a.	p.	Rs.	a.	p.
To Beebee Lootf-oon-Nissa	1,500	0	0			
„ her husband, Mirza Mohamed Tuckee Khan . . .	2,500	0	0			
„ Mirza Hyder, her son	1,000	0	0			
„ Fatima Begum, her daughter	1,000	0	0			
„ Mirza Shahmeer, her son-in-law, son of Mirza Naseer .	1,500	0	0			
„ Mumeola Begum, daughter of Mirza Naseer . . .	1,500	0	0			
„ Nawab Mirza . } Grand-children of Mirza Tuckee and Mirza Naseer.	200	0	0			
„ Nawab Beebee .	200	0	0			
„ Abbass Mirza .	200	0	0			
„ Nader Mirza .	200	0	0			
„ Saheb Mirza .	200	0	0			
„ Husrut Begum .	200	0	0			
„ Nawab Bahadur .	200	0	0			
„ Jaferee Begum .	200	0	0			
„ Alee Jah . .	200	0	0			
„ Meear Husnoo	100	0	0	10,900	0	0
To Mirza Cassim Alee Khan and others, seven nephews and a niece, three thousand six hundred and fifty Rupees, viz. :—						
For himself	1,000	0	0			
To Mirza Akbur Alee Khan	1,000	0	0			
„ Mirza Asghur Alee Khan	1,000	0	0			
„ Mirza Choohur	100	0	0			
„ Mirza Mobtur	100	0	0			
„ Mirza Abbass	100	0	0			
„ Mirza Sooltan Alee Khan	100	0	0			
„ Janee Khanum Sahibeh	150	0	0			
	3,550	0	0			
To Mohumdee Begum, the wife of Mirza Jaafur Alee, son of Mirza Alee Mahummed, and grandson of Mirza Akbur Alee Khan	100	0	0	3,650	0	0
To Booboo Soodh Butchun and others, four persons, four hundred and fifty Rupees, viz. :—						
To Booboo Soodh Butchun	200	0	0			
„ Booboo Almass Kooar	50	0	0			
„ Beebee Feiz-oon-Nissa	100	0	0			
„ Mobaruck-oon-Nissa	100	0	0	450	0	0
To Mohummud Darab Alee Khan and others, nine thousand eight hundred and fifty-eight Rupees, viz. :—						
To Darab Alee Khan, who has served me most faithfully and obediently to my entire satisfaction, the Tuppeh of Rokha, in my original jaghire of Salone in jaghire, or an allowance in money, per mensem, of . . . . . Sc. Rs.	4,000	0	0	4,000	0	0
To Ameer-oon-Nissa Begum	200	0	0			
„ Bunnoo Sahibeh	50	0	0			
„ Meer Mohummud Alee and Ahmud Alee	150	0	0	400	0	0
Carried over .	..			19,400	0	0

				Rs.	a.	p.	Rs.	a.	p.
To Mohummud Darab Alee Khan and others, viz.—contd.									
Brought forward				..			19,400	0	0
To Meean Turrub				60	0	0			
„ Meean Muhboob, Senior				60	0	0			
„ Meean Khoosh Chushm				60	0	0			
„ Meean Saadut				60	0	0			
„ Meean Busharut				60	0	0			
„ Meean Dilawur				60	0	0			
„ Meean Dowlut				60	0	0			
„ Meean Muhboob, Junior				60	0	0			
„ Meean Bukhtawur				30	0	0			
„ Meean Pokhraj				30	0	0			
„ Meean Nishat				30	0	0			
„ Meean Maakool				30	0	0			
„ Meean Yakoot				30	0	0			
„ Meean Munzoor				30	0	0			
„ Meean Khoorsheid				30	0	0			
„ Meean Busheer				30	0	0			
„ Meean Almass				30	0	0			
„ Meean Zoolficar				30	0	0			
„ Meean Furhut				30	0	0			
„ Meean Showkut				30	0	0			
„ Seedee Muhboob, Senior				30	0	0			
„ Meean Hoosseyn				30	0	0			
„ Meean Tumkeen				30	0	0			
„ Kunbur				30	0	0			
„ Akhmund				30	0	0			
„ Meean Umbur				30	0	0			
„ Meean Nuseem				30	0	0			
„ Neekroz				30	0	0			
„ Belall				30	0	0			
„ Lutafut				30	0	0			
„ Seedee Muhboob, Junior				30	0	0			
„ Sooltan Alee Khan				100	0	0			
„ Sooltan, Senior				60	0	0			
„ Meerjan, Senior				60	0	0			
„ Khuwasus, female servants—									
100 @ 7 each, is Rs.	700	0	0						
300 @ 5 „ „	1,500	0	0						
				2,200	0	0			
„ 200 sepoys as a guard, at 4½ Rs.				900	0	0			
„ Murjan, Junior				60	0	0			
„ Emam Alee				50	0	0			
„ Nuzur Alee				30	0	0			
„ Jaafur Alee				30	0	0			
„ Hedayut Hoosseyn				30	0	0			
„ Aabed Alee				30	0	0			
„ Bundeh Alee				30	0	0			
„ Seedee Husun				30	0	0			
„ Punah Alee, Vakeel				200	0	0			
„ Moonshee Soobhan Alee				100	0	0			
„ Seyud Toorab Alee				100	0	0			
„ Mirza Koochuk				150	0	0			
„ Beebee Khyr-oon-Nissa				9	0	0			
„ Khoodyjut-oon-Nissa				9	0	0			
							5,348	0	0
Total, Rupees				..			24,748	0	0

To Darab Alee Khan, for the purpose of erecting a mausoleum over the place of my interment, three lakhs of rupees.

To Darab Alee Khan, as nuzzurs to the shrines of Karbula, Nujufe Ashruff, and other holy places, one lakh of rupees.

To Darab Alee Khan, to defray the annual expenses of the said mausoleum, villages in the Pergunnah of Puchumrath, to the amount of Sicca Rupees ten thousand.

The stipend to the families of my brothers, Nawab Mirza Alee Khan and Nawab Salar Jung, to remain on the same footing as they have been since the time of the late Nabob Asuf-ood-Dowla, and the British Government will continue to aid and support them on all occasions; and if at any future period, on the death of the present incumbents, those stipends or a part of them should be resumed by the Vizier, the British Government is in this case to act as desired by the Deed of Deposit, that is, to grant a suitable allowance to the heirs of the persons deceased from the revenue of my jaghire or the residue of my property at its disposal.

The stipend of Mirza Cassim Alee Khan will also remain as heretofore since the time of the Nabob Asuf-ood-Dowla, and the British Government will assist and protect him on all occasions for my sake and in compliance with my earnest request; and if at any future period, on the death of the said Mirza Cassim Alee Khan, the whole or a part of his stipend should be resumed by His Excellency the Vizier, in that case the British Government is to act as desired in the Deed of Deposit, that is, to grant a suitable allowance in money to the heirs of the said Cassim Alee Khan, either from the revenue of my jaghire or the residue of my personal wealth.

The allowances of the Khas Muhl from the Mehals of Goonda to remain as heretofore, and to be paid to the members of the said Mehal agreeably to the separate list; and if at any future period the whole or any part of the stipends of Lootf-oon-Nissa, Mirza Mahummud Tuckee Khan, Mirza Naseer or their children should be resumed by the Vizier, the British Government is in that case to act as directed in the Deed o' Deposit, that is, to grant an equal allowance in money from the revenue of my ,. ghire, or from the income of my personal property.

The allowances of the children and dependents of Mirza Jooma shall continue after my decease to be paid to them as heretofore, and if these allowances be resumed, the British Government will assign a suitable provision for those persons from my jaghire or my personal property.

The monthly allowance which was granted to Zufr-ood-Dowla, deceased, in lieu of his jaghire shall be secured to his children and dependents: or otherwise the British Government shall assign to them a suitable stipend from the revenue of my jaghire, or from the annual income of my property.

Dated the 26th of Rujub, 1228 Hijery.

BEGUM'S SEAL.

J. BAILLIE,
Resident.

List of the Pensions of the Khas Mehal, paid from the Mehal of Goonda.

Grand Total, One Lakh Ninety-Nine Thousand Six Hundred and Eight Rupees Eight Annas.

	Per mensem.	Rs.	a.	p.	Per Annum.	Rs.	a.	p.
To Agha Tuckee		2,000	0	0		24,000	0	0
„ Looti-Oon-Nissa Begum . 2,500 For herself . 1,500 For her son Mirza Hyder . 500 For her daughter Fatima Begum . 500	ditto	2,500	0	0	ditto	30,000	0	0
„ Agha Gheyas	ditto	500	0	0	ditto	6,000	0	0
„ Agha Naseer	ditto	1,500	0	0	ditto	18,000	0	0
„ Mirza Hujjoo	ditto	600	0	0	ditto	7,200	0	0
„ Khyr-Oon-Nissa	ditto	30	0	0	ditto	360	0	0
„ Mirza Jaffer Hakeem	ditto	82	0	0	ditto	984	0	0
„ The Relations, etc., of Mirza Alee and of Mirza Jaffer Hakeem	ditto	166	10	9	ditto	2,000	0	0
„ Bundee Begum	ditto	450	0	0	ditto	5,400	0	0
„ Amina Begum	ditto	450	3	0	ditto	5,400	0	0
„ Begum Saheb	ditto	200	0	0	ditto	2,400	0	0
„ Tuwukhool Saheba	ditto	150	0	0	ditto	1,800	0	0
„ Injunie Khanum	ditto	100	0	0	ditto	1,200	0	0
„ Anjoom-Oon-Nissa	ditto	100	0	0	ditto	1,200	0	0
„ Sabera Khanum	ditto	100	0	0	ditto	1,200	0	0
„ Omdee Begum	ditto	75	0	0	ditto	900	0	0
„ Koodseea Begum	ditto	150	0	0	ditto	1,800	0	0
„ Museeta Begum	ditto	200	0	0	ditto	2,400	0	0
„ Sungee Begum	ditto	200	0	0	ditto	2,400	0	0
„ Jumnee Begum	ditto	200	0	0	ditto	2,400	0	0
„ Mother of Hussun Alee Khan	ditto	85	0	0	ditto	1,020	0	0
„ Dependents of Bubee Shu	ditto	100	0	0	ditto	1,200	0	0
„ The widows of Mirza Jaffer	ditto	300	0	0	ditto	3,600	0	0
„ Begum Saheba	ditto	1,500	0	0	ditto	18,000	0	0
„ Imamee Begum	ditto	150	0	0	ditto	1,800	0	0
„ Fatima Begum	ditto	200	0	0	ditto	2,400	0	0
„ Hinga Begum	ditto	450	0	0	ditto	5,400	0	0
„ Hussun Alee Khan	ditto	500	0	0	ditto	6,000	0	0
„ Sons of ditto	ditto	300	0	0	ditto	3,600	0	0
„ Mirza Guzula	ditto	250	0	0	ditto	3,000	0	0
„ Mirza Bundhoo	ditto	900	0	0	ditto	10,800	0	0
„ Mohumud Alee Khan	ditto	200	0	0	ditto	2,400	0	0
„ Mirza Aboo Taleb	ditto	250	0	0	ditto	3,000	0	0
„ Agha Boozoorg	ditto	226	0	0	ditto	2,712	0	0
„ Mirza Hussain-ood-Deen Hyder	ditto	500	0	0	ditto	6,000	0	0
„ Mehrum Alee Khan	ditto	100	0	0	ditto	1,200	0	0
„ Mirza Ibrahim	ditto	250	0	0	ditto	3,000	0	0
„ Abbass Koolee Khan	ditto	125	0	0	ditto	1,500	0	0
„ Meeah Bussunt	ditto	20	0	0	ditto	240	0	0
„ Meeah Noroos	ditto	20	0	0	ditto	240	0	0
„ Meeah Muhubbutt	ditto	10	0	0	ditto	120	0	0
„ Meeah Hyder Alee	ditto	8	0	0	ditto	96	0	0
„ Meeah Bahadur Alee	ditto	12	0	0	ditto	144	0	0
„ Mureook Roy Motsuddee	ditto	7	0	0	ditto	84	0	0
„ Mirza Rooshun Alee Mouzzen	ditto	7	0	0	ditto	84	0	0
„ Meer Moortuza Hukeem	ditto	40	0	0	ditto	480	0	0
„ Khuwaaspoora	ditto	370	6	0	ditto	4,444	8	0

DARAB ALEE KHAN.

J. BAILLIE,
Resident.

No. 5.

To

HER HIGHNESS THE BHOW BEGUM.

Written 29th October 1813.

I have the honor to acknowledge the receipt of Your Highness' letter to the address of the late Governor-General, the Earl of Minto, referring to the result of your communications with Major Baillie, who had proceeded to Fyzabad to receive Your Highness' commands; and Major Baillie has reported to me the substance of what passed at the several conferences with which you honored him during his residence at Fyzabad.

2. The arrangement which Your Highness has adopted in order to secure the due fulfilment of your wishes in favor of your relations and dependents is worthy of your acknowledged discernment and prudence, and will tend to enlarge and perpetuate the fame of your wisdom and piety; and it will, I trust, be the means of securing to the full extent your benevolent intentions. I will not conceal from Your Highness, however, that I should have felt more confidence on that subject if Your Highness had seen fit to place in the immediate charge of the British Government such a portion of your wealth as would be equal to the demand on that account, as suggested to you by Major Baillie. Your Highness may, however, rely on the just and punctual discharge, by the British Government, of the trust which you have confided to it, and may be assured that it will in all its measures consult the honor and reputation of Your Highness, and the comfort and security of those who have been so fortunate as to become the objects of your regard and affection.

For Your Highness' further satisfaction I have executed an instrument, which will be transmitted to Your Highness by the Resident at Lucknow, containing the unqualified confirmation and guarantee by the British Government, of the disposition of Your Highness' personal property, prescribed in the documents under Your Highness' seal, and attested by Darab Alee Khan and Baboo Sook Butchun, which were delivered to Major Baillie.

3. Your Highness is aware that the consent of His Excellency the Vizier must be obtained to the grant of villages in Pergunnah Puchumrath, and although it cannot be doubted that His Excellency will most readily comply with Your Highness' wishes in an affair in which Your Highness' satisfaction and his own reputation are equally concerned, it must be obvious to Your Highness that the British Government can only engage to employ its utmost influence with His Excellency to obtain his consent to the desired arrangement. I have accordingly instructed Major Baillie to obtain, at a fit season, His Excellency's acquiescence and I have no doubt that at an early period he will be enabled to make a communication to Your Highness on the subject, which will be entirely satisfactory to your mind.

4. I request Your Highness to accept the assurances of the unalterable respect and attachment of the British Government, and to repose implicit confidence in its zeal and anxiety for your interest and comfort.

DRAFT of ENGAGEMENT to HER HIGHNESS the BHOW BEGUM.

Her Highness the Bhow Begum having, by an instrument bearing her seal, and duly attested by witnesses, declared her intention to make over to the British Government the whole of her personal property, in order to enable that Government to provide for Her Highness' relations and dependents, to the extent and in the manner specified in a separate paper, also sealed with Her Highness' seal, and witnessed as above, and for other purposes expressed in those papers; and Her Highness having moreover delivered to the Resident at Lucknow a Schedule under her seal, specifying the estimated amount and value of her property in money and jewels, and the places in which it is deposited; the Governor-General hereby confirms and guarantees the disposition of Her Highness' personal property prescribed in the documents above referred to, and promises and engages, that on obtaining possession of that property the whole of Her Highness' directions, in favor of her relations and dependents, and with regard to the other objects mentioned in those papers, shall, as far as depends on the British Government, be carried into early and complete effect; and the Governor-General further engages to employ the utmost influence of the British Government to obtain from His Excellency the Vizier the grant in perpetuity of villages in the Pergunnah of Puchumrath, of the annual jumma of Rupees 10,000, in the name of Darab Alee Khan, according to Her Highness' desire. The Governor-General moreover promises to afford the countenance and protection of the British Government to Her Highness' relations and dependents, and to maintain them and their posterity in the possession of the provisions which Her Highness has devised to them.

Done at Fort William, this 29th day of October 1813.

No. 2.

To

HIS HIGHNESS THE NABOB REFAUT-OOD-DOWLAH.

Written the 19th July 1814.

A considerable time has elapsed since I received the orders of Government to submit to the notice of Your Highness' father, of blessed memory, the objects and result of my proceedings on the occasion of my visit to Fyzabad, at the request of Her Highness the Begum, in the months of July and August last. My delay to execute those orders was occasioned, in the first instance, by the necessary preparation of copies of a number of documents of a secret and important nature, the transcribing of which could only be entrusted to the most confidential of my native servants, and subsequently by the unhappy indisposition of Your Highness' father, which precluded the propriety of my bringing subjects of this nature before him. I had, in fact prepared a letter on the subject to His Excellency the late Vizier, which forms the ground work of th s address to Your

Highness, and was intended to have been delivered on the 12th instant, at a conference which was fixed for that day.

The documents which I now submit to Your Highness are so very explicit in their tenor, and so fully descriptive of the just and natural objects to which they refer, as to render comments on my part superfluous; and the explanations with which I am charged by the Government being calculated rather to meet eventual enquiries on the part of His Excellency the late Vizier, than to answer any immediate purpose of our Government in this communication, may, with obvious propriety, be reserved for an occasion of personal conference hereafter if the subject of the documents enclosed should appear to Your Highness to require it.

Your Highness is probably aware of the original intention of Her Highness the Bhow Begum, announced in a manner the most solemn to the Most Noble the Governor-General Marquis Wellesley, through the medium of the late Colonel Scott, to transfer the whole of her property, real and personal, including the revenues of her Jaghire, which Her Highness considered as the free and irrevocable gift of her husband, the late Nawab Soojah-ood-Dowlah, to the Honorable Company's Government, and to constitute that Government her sole heir and executor at her death.

The just right of Her Highness the Begum to confer, and of the Honorable Company's Government to accept, the character and privileges of Her Highness's heir and executor, with a reference to her personal property, could never be reasonably doubted; and Your Highness will duly appreciate the motives of extraordinary consideration which induced our Government to reject a proposal so honorable and advantageous to itself, on the part of Her Highness the Begum, and to recommend to her an arrangement which must combine the most essential benefit to Your Highness, as well as a due regard for your rights, with the accomplishment of the Begum's most laudable and benevolent purposes in favor of her relations and dependents.

That all these objects have been attained by the result of my proceedings at Fyzabad, as explained in the accompanying documents, Your Highness cannot fail to observe; and you will now experience without alloy the satisfaction which I promised to your august father, when I should be authorized to communicate for his information the arrangements which I concluded with the Begum, and which the Right Honorable the Governor-General in Council has been pleased to ratify and confirm.

Your Highness' cheerful acquiescence in that part of the arrangement referred to, which provides for the honorable interment of Her Highness the Begum's remains, when it shall please God to remove her from this transitory state, cannot for a moment be doubted; and to this particular clause in the instrument under Her Highness' seal, and another intended to provide for, what I consider as an impossible case, the disposition of Your Highness' mind to discontinue or resume, at their death, the allowances of the Begum's relations, enjoyed under Your Highness' government, I have been commanded by His Excellency the Right Honor-

able the Governor-General in Council to solicit your early attention, and to request a communication of your sentiments and intentions with regard to them at as early a period as may be practicable.

The peculiar nature of the documents which I have the honor of transmitting to Your Highness, and more particularly the wish of Her Highness the Begum respecting them, as explained in one of her letters to me, will, I doubt not, suggest to Your Highness the propriety of preventing the contents of any of those documents from becoming generally known for the present, and of Your Highness' observing the same degree of secrecy with regard to the provisions of Her Highness the Begum's Will, which I have invariably practised since that instrument was committed to my charge.

J. BAILLIE,
Resident.

FROM
HIS HIGHNESS THE VIZIER.

Received the 4th of August 1814.

I have had the pleasure of receiving your letter of the 19th ultimo, with its enclosures, stating that "you had received the orders of His Excellency the Right Honorable the Governor-General to communicate the result of your proceedings at Fyzabad, &c., &c.," and I have perused the papers which you transmitted to me with the greatest care and attention.

Of a truth this Government had never, and can never have, such a firm friend and ally—so sincere and disinterested in its friendship, as the Honorable Company's Government, who, regardless of its own advantage, has rejected personal property to so very considerable an amount bequeathed by Her Highness the Bhow Begum, and determined to transfer the whole of that property to me, after providing for the payment of the legacies and annuities to the Begum's near relations and dependents, which Her Highness so properly bequeathed to them, and which the British Government has justly guaranteed. Words are inadequate to express the sense which I entertain of this conduct; and of course I most cheerfully acquiesce in the arrangements which His Lordship has proposed to me, regarding the assignment of lands in Puchumrath, for the expenses of the Begum's mausoleum, and the other purposes of her Will. Accordingly I hereby engage that, when it shall please Almighty God to remove my venerable grandmother from this transitory scene, villages in the District of Puchumrath, yielding a revenue of ten thousand rupees per annum, shall be set apart and granted in perpetuity for the charges of Her Highness' mausoleum, and further that all the stipends and provisions which Her Highness' relations enjoy and have hitherto received from this Government shall be continued to them and their heirs in perpetuity, without any deduction whatever. Considering you as my sincere friend and well-wisher, I request you to report these engagements for His Lordship in Council's satisfaction, without any delay.

No. LIX.

ENGAGEMENT with the NABOB GHAZI-OOD-DEEN HYDER, VIZIER OF OUDH,—dated 12th July 1814.

The friendship and alliance which so firmly and happily subsisted between His Excellency the Nabob Vizier-ul-Momalik, Yemeen-oo-Dowlah, Nazim-ul-Moolk, Saadet Ali Khan Behauder, Mobauriz Jung (whose soul is in Paradise), and the Honorable Company's Government, are to be considered as perfectly unimpaired, and shall meet with no interruption whatever. All existing Treaties and Engagements likewise that were contracted with the late Nabob are in full force, to all intents and purposes; and we hereby declare, that we are effectually bound by the Engagements and Treaties aforesaid, and by the blessing of God, the said Treaties and Engagements shall be duly observed until the end of time.

Signed and sealed on the 12th day of July A.D. 1814, answering to the 22nd of Rujub A.H. 1229, with the seal and signature of His Highness Refant-ood-Dowla, Rufee-ool-Moolk, Ghasee-ood-Deen, Hyder Khan Behauder, Shehamut Jung, Nabob of Oude, and delivered in duplicate on the day aforesaid by His Highness' hand to Emand-ood-Dowla, Afzul-ool-Moolk, Major John Baillie, Behauder Arsulám Jung, Resident at the Court of Lucknow.

J. BAILLIE,
Resident.

COUNTERPART of ENGAGEMENT with the NABOB VIZIER of OUDH,—dated 3rd August 1814.

The friendship and alliance which so firmly and happily subsisted between His late Excellency the Nabob Vizier-ul-Momalik, Yemeen-ood-Dowlah, Nazim-ul-Moolk, Saadet Ali Khan Behauder, Mobauriz Jung, and the Honourable Company's Government, shall be considered to subsist with equal force and sincerity, and shall continue for ever unimpaired between His late Excellency's son and successor, the Nabob Refant-ood-Dowlah, Rufee-ul-Moolk, Ghazee-ood-Deen, Hyder Khan Behauder, Shehamut Jung, and the Honourable Company: and all Treaties and Engagements which subsisted between His late Excellency and the Honourable Company's Government shall be considered to be in full force, and to all intents and purposes; and His Excellency the Right Honorable the Governor-General hereby declares, on the part of the Honourable Company, that the British Government is especially bound by the said Engagements and Treaties, and the said Engagements and Treaties shall be duly observed until the end of time.

Given under the seal and signature of His Excellency the Right Honorable Governor-General, at Monghyr, in the Province of Bengal, this Third day of August, in the year of Our Lord One Thousand Eight Hundred and Fourteen.

MOIRA.

By His Excellency the Governor-General.

GEO. SWINTON,
Pol. Secy. to Governor-General.

No. LX.

FROM

HIS EXCELLENCY THE VIZIER.

Received 28th November 1814.

In my letter of the 5th of Zee Hijjeh (19th instant) I transmitted to you a statement of the pensions to be hereafter paid from your treasury, excluding those of Teyyuba Begum and her relations. On further consideration it seems proper that, according to your original suggestion, Teyyuba Begum should be included in the list, and it is further my present desire that the allowance of Ramazan Alee Khan should be added, making in all, as per the sealed statement enclosed, a sum of six lakhs and fifty-one thousand Rupees per annum, for which a provision shall be made. I therefore write to desire that the purport of this letter and statement be submitted by you to my respected uncle, the Right Honorable the Governor-General Lord Moira, and in the case of His Lordship's approval that the monthly stipends of all the persons named in the statement be issued hereafter from the Honorable Company's Treasury, beginning with the first of the present month of Zee Hijjeh, 1229 Hijery (14th November 1814), and that their receipts be transmitted to me. Let my former sealed statement be returned.

An account of the Pensions payable from the interest of one crore eight lakhs and fifty thousand Rupees, given as a loan to the Honorable Company's Government at 6 per cent. per annum, to commence from the 1st of Zeiheejja 1229, corresponding with the 14th of November 1814—Interest monthly, 54,250—Ditto annually, 6,51,000.

PENSIONERS.		Monthly.	Annually.
		Rs. a. p.	*Rs. a. p.*
His Royal Highness Mirza Soleyman Shekoh .		6,000 0 0	72,000 0 0
The Nawab Shums-ood-Dowlah, with family and dependents, *viz.* :—	*Rs. a. p.*		
His former allowance	14,171 14 0		
Increased ditto	2,494 12 6		
		16,666 10 6	2,00,000 0 0
The dependents of the late Shums-oon-Nissa Begum, 15 in number		4,000 0 0	48,000 0 0
Mirza Shahamut Alee Khan		2,800 0 0	33,600 0 0
Mirza Mendoo		1,647 0 0	19,764 0 0
The family of the late Mirza Alee Khan and Salar Jung	6,749 13 9		
Deduct from the above, on account of the stipend of Mirza Tuckee's mother and Moozuffur Alee Khan and Mirza Ishmael, &c., &c., Bunnoo Begum Shums-oon-Nissa and Furzana Khanum	22 0 0		
		6,727 13 9	80,734 3 0
Carried over	..	37,841 8 3	4,54,098 3 0

Pensioners.				Monthly.			Annually.		
	Rs.	*a.*	*p.*	*Rs.*	*a.*	*p.*	*Rs.*	*a.*	*p.*
Brought forward .	..			37,841	8	3	4,54,098	3	0
Mirza Cossim Alee Khan, *viz.* :—									
His former allowance	2,847	10	6						
Increased ditto	551	5	6						
				3,399	0	0	40,788	0	0
Akbar Alee Khan and Ughur Alee Khan				2,109	6	0	25,312	8	0
Teyubban Begum and 14 persons, *viz.* :—									
Allowance	3,299	2	6						
Deduct fees at the Treasury .	33	0	0						
				3,266	2	6	39,193	14	0
Mirza Ramzan Alee Khan	4,900	0	0						
Deduct fees at the Treasury . .	49	0	0						
				4,851	0	0	58,212	0	0
Hooseyn Alee Khan, son of the late Hyder Beg Khan, 42 persons				2,000	0	0	24,000	0	0
Dependents of the late Tehseen Alee Khan, 19 persons .				775	0	0	9,300	0	0
				54,242	0	9	6,50,904	9	0
Balance .				7	15	3	95	7	0
Rupees .				54,250	0	0	6,51,000	0	0

Camp Kurnaul, the 2nd January 1815.

(Persian version omitted.)

I do hereby acknowledge that His Excellency the Nabob Vizier-ool-Mumalik, Refaut-ood-Dowlah, Rufee-ool-Moolk, Mirza Ghazee-ood-Deen, Hyder Khan Behaudur, Shahamut Jung did, on the 24th day of December last, pay into the Honorable Company's Treasury at Lucknow, the sum of Lucknow Sicca Rupees (Lucknow Sicca Rupees 58,50,000) fifty-eight lakhs and a half,* which is to be accounted for to His Excellency or order in manner following:—Interest on the principal, at the rate of six per cent. per annum from that date to the 30th June 1815, will be paid to His Excellency at the Honorable Company's Treasury at Lucknow, or at his option, be added to the principal, His Excellency paying or receiving the fraction of 100 Lucknow Sicca Rupees, so that the amount may be brought to even hundreds, and for the principal alone, or with interest so added, as the case may be a Promissory Note, to be dated the 30th of June 1815, will be granted, paying conformably to the conditions of the advertisement published in the *Calcutta Gazette* of the 1st of July 1814.

MOIRA.

By His Excellency the Right Honorable the Governor-General.

C. M. RICKETTS,
Secy. to the Governor-General.

By His Excellency the Right Honorable the Governor-General.

G. SWINTON,
Persnl. Secy. to the Governor-General.

* The acknowledgment for the other half crore cannot be found.

No. LXI.

TREATY between His EXCELLENCY the NABOB VIZIER-UL-MOMALIK, REFAUT OOD-DOWLAH, RUFEE-OOL-MOOLK, GHAZEE-OOD-DEEN, HYDER KHAN BEHAUDER, SHEHAMUM JUNG and the BRITISH GOVERNMENT, for the transfer to His Excellency of the District of KHYREEGUR and of certain lands conquered by the British Government from the RAJA of NEPAUL, in commutation of His EXCELLENCY'S second loan to the BRITISH GOVERNMENT, and for the exchange of the Pergunnah of HANDIA, belonging to His EXCELLENCY the VIZIER, for that of NABOBGUNGE, belonging to the BRITISH GOVERNMENT settled by His EXCELLENCY THE NABOB VIZIER on his own part, and by RICHARD STRACHEY, BRITISH RESIDENT at the COURT of His EXCELLENCY, on the part of the BRITISH GOVERNMENT, in virtue of full powers vested in him by His EXCELLENCY the RIGHT HONORABLE the EARL of MOIRA, K.G., GOVERNOR-GENERAL in COUNCIL, &c., &c.,—1st May 1816.

ARTICLE 1.

The British Government hereby cedes to His Excellency the Vizier in full and perpetual sovereignty the District of Khyreegur, also the low lands between Khyreegur and the hills, and those between His Excellency's territory further to the eastward and the hills; that is, the whole of the late Goorka possessions below the hills, extending on the west from the River Gogra to the British District of Goruckpore on the east, and bounded on the south by His Excellency's possessions and the District of Khyreegur, and on the north by the hills. The Goorka orders of surrender of that tract will accordingly be made over to His Excellency the Vizier, and the British Government hereby engages to establish His Excellency's authority in the above-mentioned territory.

ARTICLE 2.

His Excellency the Nabob Vizier, in return for the cession mentioned in the preceding Article, hereby annuls the debt of the British Government to His Excellency of one crore of rupees, being the total amount of His Excellency's second loan to the Company during the last year; the interest of which loan will cease from the date of His Excellency's receiving possession of Khyreegur and the conquered lands above-mentioned, when the acknowledgments granted to His Excellency will be returned.

ARTICLE 3.

His Excellency the Nabob Vizier hereby cedes to the British Government the Pergunnah of Handia (otherwise called Kewye), which forms part of His Excellency's District of Pertaubgur, and which intervenes between the British Districts of Jaunpore, Meerzapore, and Allahabad; and the British Government cedes to His Excellency in exchange the Pergunnah of Nabobgunge, which forms part of the District of Goruckpore, or a piece of territory, the revenue of which may be equivalent to that of the Pergunnah of Handia.

ARTICLE 4.

The British Government engages that, after the establishment of His Excellency's authority in the District of Khyreegur and in the conquered lands abovementioned, if any disturbances arise, from whatever cause, they will effectually suppress them, and if, notwithstanding the co-operation and support of the British Government, His Excellency should be deprived of those possessions, other lands yielding the same revenue shall be given to His Excellency.

This Treaty, consisting of four Articles, having been settled by His Excellency the Nabob Vizier for himself, and by Richard Strachey, Resident at the Court of Lucknow, on the part of the British Government, the Resident at Lucknow has delivered one copy thereof in Persian and English, signed and sealed by him, to His Excellency the Vizier, from whom he has received a counterpart, also duly executed by His Excellency. The Resident engages to procure and deliver to His Excellency the Vizier a copy of the same, under the seal and signature of His Excellency the Right Honorable the Governor-General, when that executed by the Resident will be returned.

Done at Lucknow, on the 1st of May 1816, corresponding with the 2nd of Jemmady-oo-Sanee, 1231 Hegira.

SEAL OF GHAZEE-OOD-DEEN HYDER.

MOIRA.

N. B. EDMONSTONE.

A. SETON.

G. DOWDESWELL,

Ratified on the 11th of May 1816, by His Excellency the Right Honorable the Earl of Moira, K.G., Governor-General in Council.

JOHN ADAM,

Secretary to Government.

No. LXII.

AGREEMENT between HIS MAJESTY ABOO-UL-MOZUFFUR MOIZOOD DEEN GHAZEE-OOD-DEEN HYDER SHAH, KING of OUDE, and the BRITISH GOVERNMENT on account of a sum which the former has given as a loan to the HONORABLE COMPANY, settled by HIS MAJESTY on his part, and by M. RICKETTS, ESQ., RESIDENT at the COURT of the KING of OUDE, on the part of the BRITISH GOVERNMENT, in virtue of full powers vested in him by the RIGHT HONORABLE WILLIAM PITT, LORD AMHERST, GOVERNOR-GENERAL in COUNCIL. &c., &c.,—17th August 1825.

ARTICLE 1.

His Majesty the King of Oude has given as a loan, for ever, to the Honorable Company, one crore of Rupees, the interest whereof being five lakhs of Rupees

per annum, will be paid from the 1st of Mohurrum, 1241 Hegira, to the persons hereafter particularized, by monthly instalments; and the interest of this sum will always remain at five per cent. per annum though the British Government may reduce their interest below or raise it above the aforesaid rate.

ARTICLE 2.

This loan is made in perpetuity; the sovereigns of the Kingdom of Oude shall never have the power to take it back, nor shall they exercise any interference with its interest.

ARTICLE 3.

The British Government guarantees that it will pay for ever the monthly sums hereafter mentioned out of the interest of the above loan, to the persons set down in this instrument, in the current coin of the place where they may reside, without any deduction whatever.

ARTICLE 4.

The Honorable Company will always protect the honor of the stipendiaries, who will be paid out of this fund, and it will be the protector of their possessions, such as houses and gardens (whether bestowed by the King of Oude, or purchased or built by themselves), from the hands of the sovereigns and their enemies; and in whatever city or country they may be, their allowances will be paid to them there.

ARTICLE 5.

This Agreement having been settled by His Majesty the King of Oude for himself and by M. Ricketts, Esq., Resident at the Court of Lucknow, on the part of the British Government; the Resident at Lucknow has delivered one copy thereof in Persian and English, signed and sealed by him, to His Majesty the King of Oude, from whom he has received a counterpart, also duly executed by His Majesty. The Resident engages to procure and deliver to His Majesty the King of Oude a copy of the same, under the seal and signature of the Right Honorable the Governor-General in Council, when that executed by the Resident will be returned

Interest Rupees Five Lakhs per annum, by Solar Years.

Twelve months, at per month Rupees forty-one thousand six hundred and sixty-six, ten annas, and eight English pie (Rs. 41,666-10-8)

To the persons attached to the new Imambareh, called Imambareh Nujuf Ushruf, according to a separate detail, Rupees one thousand one hundred and thirty-seven, ten annas, and eight pie (Rs. 1,137-10-8).

This sum will be paid for ever to the person who will be appointed to the charge of the Imambareh through the King, and its Amlah or officers will be kept or discharged at the pleasure of the superintendent.

Nabob Mobaruk Muhul, Rupees ten thousand (Rs. 10,000).

This allowance will be paid to the Begum Nabob Mobaruk Muhul during her life-time, and after her demise one-third of the allowances will be paid to any person, or for any purpose, she may will: the remaining two-thirds and whatever may be the saving of the one-third agreeably to the will, which will be an addition to the two-thirds, or in case of her not making a will, the whole allowance is to be divided into two equal parts, one-half to be given to the Nujuf Ushruf, and the other half for Kerbulla to the High Priest and Majawurs, or persons who have its charge on the part of the said King, that His Majesty might thereby derive its benefits.

Sultan Marium Begum, Rupees two thousand five hundred (Rs. 2,500).

To be given during the life-time of Sultan Marium Begum, as to Nabob Mobaruk Muhul, and after her death to be appropriated in the same manner.

Moomtaz Muhul, Rupees one thousand one hundred (Rs. 1,100).

As the foregoing.

Surfraz Muhul, Rupees one thousand (Rs. 1,000).

Ditto ditto.

The servants and dependents of Surfraz Muhul, as per separate list, Rupees nine hundred and twenty-nine (Rs. 929).

To be paid in perpetuity as per separate statement. The allowance of persons dying without heir, to be added to the sums for Nujuf Ushruf and Kerbulla.

Nabob Moatummud-ood-Dowla Behauder, Rupees twenty thousand (Rs. 20,000).

This allowance is to be paid in perpetuity to the Nabob and his heirs. It will be paid in perpetuity after his demise, agreeably to his will, to his sons, daughters, and wives, and other dependents. If it happens that he makes no will, in that case the allowance is to be given to his lawful heirs, according to the laws of inheritance, in conformity to the tenets of the Sheeas. The allowances which are assigned to his wife, one son, and a daughter, from this fund, as specified below, are also to be continued in perpetuity separately, and whatever the Nabob may bequeath to them out of the above allowance, is to be given to them in perpetuity separately; and, in like manner, if a will be not made, shares are to be given to these three persons from the Nabob's allowance according to law.

Nabob Begum, the wife of Nabob Moatummud-ood-Dowla, Rupees two thousand (Rs. 2,000).

This allowance is to be paid to her during her life-time, and after her death to be paid to her lawful heirs, in perpetuity, according to the laws of inheritance, in conformity to the tenets of the Sheeas.

Nabob Auleeah Begum, the daughter of the said Nabob. Rupees one thousand (Rs. 1,000).

According to the foregoing rule.

Ameen-ood-Dowla Behauder, son of the Nabob, Rupees two thousand (Rs. 2,000).

Ditto ditto ditto.

Done at Lucknow, the 1st Mohurrum, 1241 Hegira, corresponding with the 17th August 1825.

MORDANT RICKETTS,
Resident.

AMHERST.

J. H. HARRINGTON.

W. B. BAYLEY.

Ratified by the Right Honorable the Governor-General in Council at Fort William in Bengal, the Thirtieth day of September, One Thousand Eight Hundred and Twenty-five A.D.

GEO. SWINTON,
Secretary to Government.

No. LXIII.

TREATY containing eight ARTICLES with HIS MAJESTY the KING of OUDE, and the GOVERNMENT of the HONORABLE the EAST INDIA COMPANY, through M. RICKETTS, ESQUIRE, RESIDENT at LUCKNOW, in respect to a sum HIS MAJESTY has advanced in loan,—1st March 1829.

ARTICLE 1.

His Majesty the King of Oude has paid, and the Governor-General in Council on the part of the East India Company has received, in loan, the sum of Lucknow Sicca Rupees sixty-two lakhs and forty thousand.

ARTICLE 2.

On the said principal sum, interest at the rate of 5 per cent. per annum in quarterly payments, according to the English months, shall be paid from the treasury of the Resident.

ARTICLE 3.

The total of the yearly interest is three hundred and twelve thousand Rupees. This shall be paid in pension in four equal instalments, and in the proportions specified, to the following persons, during life, on their receipts under seal :—

	Per mensem.	Per annum.
Nabob Mulky Zemana	10,000	1,20,000
„ Tauj Muhl	6,000	72.000
„ Mochhuddaree Aulia	6,000	72,000
„ Sultan Aulia, sister of the Prince	4,000	48,000
	26,000	3.12,000

ARTICLE 4.

When any of the above pensioners may die, leaving an heir or heirs, at its election, the English Government may continue, as before, the pension to the heirs of the deceased, or make over to them the principal sum proportionate to the pension in question, according to the rate before-mentioned.

ARTICLE 5.

Should any of the said pensioners, or succeeding her, her issue, die before His Majesty without heirs, in that case the lapsed pension will revert to His Majesty.

ARTICLE 6.

Should any of the said pensioners above-named reside in the territory of the English Company, the Resident at Lucknow shall remit to her there her established pension.

ARTICLE 7.

The said pensioners, and after them their issue, who, on their decease, may first succeed to their respective pensions, shall always experience the special favour and kindness of the British Government, and it will be the duty of the Resident for the time being to treat them uniformly with respect and attention, and exert his good offices on all occasions in their behalf.

ARTICLE 8.

The Resident will apply to the Right Honorable the Governor-General in Council for a document to the effect of the foregoing, under his seal and signature, and deliver the same when received to His Majesty.

Given on the 1st March 1829, corresponding with the 24th Shaban, 1244 Hegira.

M. RICKETTS,
Resident.

W. C. BENTINCK

W. B. BAYLEY.

C. T. METCALFE

Ratified by the Right Honourable the Governor-General in Council, at Fort William in Bengal, the Eighth day of May, One Thousand Eight Hundred and Twenty-Nine.

A. STIRLING,
Secretary to Government.

No. LXIV.

DEED of AGREEMENT between the KING OF OUDE and the BRITISH GOVERNMENT, concerning the deposit of three lakhs (3,00,000) of Rupees, the interest to be given in perpetuity to the poor of Lucknow,—12th December 1833.

First.—Seeing that deeds of charity and mercy are by the King of Kings, the Great Creator of all things, commanded to be done of all men : and that particularly from Kings and Governors, who are distinguished among men and entrusted by Providence with wealth and riches, and with ample means whereby to provide for the protection, necessities and comforts of God's people, does an all-seeing Providence look for deeds of benevolence and charity; and, further, seeing that the vanities of life are fading, and perish in the using and leave no trace behind, and it is not only becoming and proper, but gratifying to the best feelings of the mind to leave a memorial behind, agreeably to the saying, that it is better for a " man to leave a name behind him than a Golden Palace ": His Majesty the King of Oude, Aboon Nuseer, Kootboodeen Solyman Jah Sultani Audil Nowsherewan Zaman, remembering the commands of the King of Kings to feed the hungry, to clothe the naked, and to comfort the afflicted, does of the treasures which Providence has bestowed on him, most freely and with unfeigned pleasure determine to endow a charity, which shall relieve the poor of his capital the city of Lucknow, now and through future generations, and remain a remembrance of his name and of his reign in after ages.

Second.—To this end, the King of Oude hereby places in the Residency treasury the sum of three lakhs (3,00,000) of Rupees, to be lodged in the four per cent. loan of the British Government, the interest of which, being 12,000 Rupees per annum, is to be paid at the rate of one thousand (1,000) Rupees a month to the poor in perpetuity.

Third.—It shall not be optional with the future Rulers of Oude, or with any power whatever, to resume this money or to appropriate it to any other purpose; on the contrary, it is placed under the guarantee of the British Government, for the express end that it may for ever remain to be distributed to the poor, in the name of His present Majesty, and its denomination shall be the charity of " Nuseer-ood-Deen Hyder, King of Oude."

Fourth.—The King of Oude reposing great confidence upon the stability and good faith of the British Government, entirely entrusts the charity to the management and discretion of the Right Honorable Lord William Cavendish Bentinck, G.C.B., Governor-General, and to all future Governors-General of British India, under whatsoever denomination they may rule, and requests that they may be pleased to authorise their Residents or representatives at this Court to distribute the interest to real objects of charity, such as the lame, the maimed, the blind, the helpless aged, the lepers, and those who are destitute; this will be an act acceptable to God and praised of men. To the watchful care of Providence, therefore, and to the known honor and good faith of the British Government is this

charity committed, in the hope that through the same kind Providence, in all future generations, so long as this world lasts, the money may be devoted solely and entirely to the support of God's poor.

Fifth.—The Right Honorable Lord William Cavendish Bentinck, G.C.B., &c., Governor-General of British India, hereby, on the part of the British Government, entirely approving of His Majesty's charitable intentions, guarantees that the interest of the sum of three lakhs (3,00,000) of Rupees, at four (4) per cent. amounting monthly to one thousand (1,000) Rupees, shall, from the 1st May, 1833, be paid in perpetuity to the poor of Lucknow, in accordance with the benevolent intentions set forth by the King of Oude in the foregoing Articles.

Done this Twelfth day of December, Eighteen Hundred and Thirty-three (1833), at Fort William in Bengal.

No. LXV.

TREATY between the HONORABLE EAST INDIA COMPANY and HIS MAJESTY ABDOOL FUTTEH MOEEN-OOD-DEEN NOWSHERE-WANI-AUDIL SULTANI ZAMAN MAHAMMUD ALLI SHAH, KING of OUDE,—11th September 1837.

Whereas by the subsisting alliance between the Honourable the East India Company and the Oude States, the British Government is bound to defend the Oude Territories against foreign and domestic enemies, the Sovereign of Oude engaging to retain in his service only a small specified number of troops: and whereas, while the British Government has faithfully and scrupulously performed the obligations so imposed on it, the engagement on the part of the Oude State has been habitually infringed, there being now in the employment of His Majesty the King of Oude a large and expensive military force; and whereas experience has shown that the execution of all the provisions of the Treaty of 1801 is attended with serious difficulty, and it is desirable and proper that a modified arrangement, consistent with the principles of that Treaty, and conducing to the prosperity and advantage of both States, should be introduced; and whereas the restrictions as to the amount of military force to be employed by His Majesty the King of Oude may with propriety be relaxed, on condition that an adequate portion of the increased force shall be placed under British discipline and control, so as at once to promote the general interests of the Indian Empire, and in particular the dignity and safety of the King, providing at a reduced cost for the efficiency of his national military establishment: and whereas Article 6th of the Treaty of 1801 requires that the Sovereign of Oude always advising with, and acting in conformity to, the counsel of the Officers of the Honourable Company, shall establish in his reserved dominions such a system of administration (to be carried into effect by his own officers) as shall be conducive to the prosperity of his subjects, and be calculated to secure the lives and property of the inhabitants, but provides no remedy for the neglect of that solemn and paramount obligation: and whereas the infraction of this essential engagement of the Treaty, and

inattention to the first duty of a Sovereign on the part of several successive Rulers of Oude, have been continued and notorious, and have ever exposed the British Government to the reproach of imperfectly fulfilling its obligations towards the Oude people, and it is therefore just and proper that the defect alluded to in Article 6th of the Treaty aforesaid should be rectified; the following provisions have accordingly been arranged and concluded on the one part by Lieutenant-Colonel John Low, Resident at the Court of Lucknow, in the name and on behalf of the Right Honorable Lord Auckland, Governor-General of India in Council, and on the other, by Abool Futteh Moeen-Ood-Deen Sultani Zaman Nowsherewani-Audil, Mohummud Alli Shah, King of Oude, for himself and his heirs; and this agreement is to hold good from generation to generation to the end of time.

ARTICLE 1.

Article third (3rd) of the Treaty, dated the tenth of November, one thousand eight hundred and one, is hereby cancelled, and His Majesty the King of Oude may employ such a military establishment as he may deem necessary for the government of his dominions. His Majesty engages, however to make a suitable reduction of his establishment, when it may appear to the British Government, from its pressure on the finances of the country or other causes, to be obviously excessive.

ARTICLE 2.

The Honourable East India Company engages, as before to defend the Oude State against all foreign and domestic enemies; but it will be proper and advisable that His Majesty the King of Oude shall organize, as a part of his augmented military establishment, a disciplined force for the general support of his authority within his dominions.

ARTICLE 3.

The King of Oude agrees that the portion of his troops, to be organized as stipulated in the preceding article, shall consist of not less than two regiments of cavalry, five of infantry, and two companies of golundauze, for whose regular payment a suitable arrangement will be made.

ARTICLE 4.

The Government of Oude will fix the sum of sixteen (16) lakhs of Rupees per annum for the expenses of the force, stipulated to be maintained in the third (3rd) Article of this Treaty, including their pay, arms, equipments, and public buildings of the cantonments, &c., and as this force is so to be organized, as to ensure its efficiency for all descriptions of service, it will be open to future decision whether it may be advisable (with the consent of both governments) to have a small party of horse artillery, instead of a few of the horsemen, and a small body of pioneers, instead of a few infantry sepoys; but it is a settled compact between the two States that the expenditure on account of this new force, whatever may be its organization, shall not exceed sixteen (16) lakhs of Rupees, including every description of expense connected with it. And also, in consequence of this year

being one of great scarcity, and the expenditure of the Oude Government being very great, owing to its having to pay up a large amount of arrears due to troops and establishments, greater than usual, it is on these accounts hereby settled that for a period of eighteen (18) months, reckoning from the first of September, one thousand eight hundred and thirty-seven, the organization of the new force shall not be commenced; and accordingly that no demands shall be made upon the Oude Government for money to pay the above-mentioned troops until the first of March, eighteen hundred and thirty-nine.

ARTICLE 5.

The British Government hereby engages to supply, and the King of Oude to take into his service, an adequate number of British Officers, to be constantly employed with such force for the purpose of maintaining its due discipline and securing its permanent efficiency.

ARTICLE 6.

This auxiliary force will ordinarily be fixed at such stations within the Oude territory as may, with the consent of both governments, from time to time, to both seem most convenient, and will be employed on all occasions on which its services may be deemed necessary by the King of Oude, with the concurrence of the British Resident; but it is to be clearly understood that such force is not to be employed in the ordinary collections of revenue.

ARTICLE 7.

In modification of Article 6th of the Treaty above-referred to, it is hereby provided that the King of Oude will take into his immediate and earnest consideration, in concert with the British Resident, the best means of remedying the existing defects in the Police, and in the Judicial and Revenue Administrations of his dominions, and that if His Majesty should neglect to attend to the advice and counsel of the British Government or its local representative, and if (which God forbid) gross and systematic oppression, anarchy and misrule should hereafter at any time prevail within the Oude dominions, such as seriously to endanger the public tranquillity, the British Government reserves to itself the right of appointing its own officers to the management of whatsoever portions of the Oude territory, either to a small or to a great extent, in which such misrule as that above alluded to may have occurred, for so long a period as it may deem necessary, the surplus receipts in such case, after defraying all charges, to be paid into the King's treasury, and a true and faithful account rendered to His Majesty of the receipts and expenditure of the territories so assumed.

ARTICLE 8.

And it is hereby further agreed that in case the Governor-General of India in Council should be compelled to resort to the exercise of the authority vested

in him by Article 7th of this Treaty, he will endeavour, as far as possible, to maintain (with such improvements as they may admit of) the native institutions and forms of administration within the assumed territories, so as to facilitate the restoration of those territories to the Sovereign of Oude when the proper period for such restoration shall arrive.

ARTICLE 9.

All the other provisions and conditions of former Treaties between the British Government and the Oude State, which are not affected by the above convention, are to remain in full force and effect.

The above Treaty, consisting of nine Articles, is executed at Lucknow, this Eleventh day of September, in the year of Our Lord One Thousand Eight Hundred and Thirty-Seven, corresponding with the Tenth day of Jamadoossanee, Twelve Hundred and Fifty-Three Hegira.

AUCKLAND.

A. ROSS.

W. MORISON.

H. SHAKESPEAR.

Ratified by the Governor-General of India in Council, at Fort William in Bengal, this Eighteenth day of September, One Thousand Eight Hundred and Thirty-Seven.

W. H. MACNAGHTEN,
Secretary to the Government of India.

No. LXVI.

DUPLICATE DEED of ENGAGEMENT, containing Eight Articles, with HIS MAJESTY ABOOL FUTTEH, MOEEN-OOD-DEEN, SOOLTAN OOZZAMAUN NOWSHEIRWANI AUDIL MOHUMMUD ALEE SHAH, King of Oude, and the GOVERNMENT of the HONORABLE EAST INDIA COMPANY, through LIEUT.-COLONEL JOHN LOW, Political Resident at Lucknow, in respect to a sum of money which His Majesty has given in loan in perpetuity,—22nd November 1838.

ARTICLE 1ST.

His Majesty the King of Oude has paid, and the Right Honorable the Governor-General of India, on the part of the East India Company, has received, in perpetuity, the sum of Lucknow Sicca Rupees seventeen lakhs (17,00,000).

Article 2nd.

On the said principal sum, interest at the rate of four (4) per cent. per annum, in quarterly payments, according to the English months, shall be paid from the treasury of the Resident at Lucknow.

Article 3rd.

The total of the yearly interest is sixty-eight thousand (68,000) Lucknow Rupees. This shall be paid in pension in four equal instalments, and in the proportions specified to the following persons, and to their heirs, in perpetuity, on their receipts, under their seals.

Seven Ladies of the Royal Palace.

Mulkae Jehan Fukhroozzaman Nowab Hameeda Sultan Begum, per month 400, per annum	4,800
Nowab Huzoor Khanum, per month 100, per annum	1,200
Nowab Ameer Khanum, per month 100, per annum	1,200
Nowab Oomrao Khanum, per month 100, per annum	1,200
Nowab Wuzeer Khanum, per month 100, per annum	1,200
Nowab Nourozee Khanum, per month 100, per annum	1,200
Nowab Padshah Khanum, per month 100, per annum	1,200

Eight Princes and their Muhuls.

Mirza Khoorrum Bukht, 300 ; Nowab Oomrao Buhoo, 100 ; per month 400, per annum	4,800
Mirza Azeemooshan, 300 ; Nowab Amar Buhoo, 100 ; per month 400, per annum	4,800
Mirza Rufeeooshan, per month 300, per annum	3,600
Mirza Furkhoonda Bukht, per month 300, per annum	3,600
Mirza Hoomayoon Bukht, per month 300, per annum	3,600
Nowab Wuzeer Buhoo, per month 100, per annum	1,200

Seven Princesses.

Nowab Sooltan Auleea Begum, per month 400, per annum	4,800
Nowab Sooltan Roushan Ara Begum, per month 400, per annum	4,800
Nowab Zeenutoonnissa Begum per month 300, per annum	3,600
Nowab Gowher Ara Begum, per month 300, per annum	3,600
Nowab Sooltan Begum, per month 300, per annum	3,600
Nowab Fukhuroonnissa Begum, per month 300, per annum	3,600
Nowob Zeeboonnissa Begum, per month 300 per annum	3,600
Carried over	61,200

Eight Miscellaneous Persons.

Brought forward	61,200
Nowbatee Khanum, per month 40, per annum	480
Nowbaher, per month 40, per annum	480
Hameedu Khanum, per month 40, per annum	480
Pearee Khanum, per month 40, per annum	480
Wafatee Khanum, per month 40, per annum	480
Goolchera per month 33, per annum	396
Shurufooddowlah Mohummud Ibrahim Khan, per month 111, per annum	1,332
Azeemoollah Khan, per month 222-10-8, per annum	2,670
Total, Rupees per month, 5,666-10-8, per annum	68,000

ARTICLE 4TH.

When any of the above pensioners may die without issue, his or her pension shall revert to the King of Oude.

ARTICLE 5TH.

Should any of the said pensioners or his or her heirs reside in the territory of the British Government, the Resident at Lucknow shall remit to him or her the established pension.

ARTICLE 6TH.

The said pensioners and after them their issue, who, on their decease, may succeed to their respective pensions, shall always experience the special favour and kindness of the British Government, and it will be the duty of the Resident, for the time being, to treat them uniformly with respect and attention, and exert his good offices on all occasions in their behalf.

ARTICLE 7TH.

As Shuruf-ood-dowlah Moozuffer-ool-Moolk, Mohommud Ibrahim Khan Buhadoor Moostukeem Jung, and Azeemoollah Khan Buhadoor are the old and faithful servants of the King of Oude, His Majesty, being persuaded that their agency will contribute to the efficient performance of these provisions, and will effectually prevent mismanagement, has appointed Shuruf-ood-dowlah to the situation of Vakeel for the purpose of communicating the representations of all the pensioners, and receiving their pensions from the Residency Treasury, and has assigned to Azeemoollah Khan the duty of distributing the said pensions to the pensioners. The pensions of the several persons mentioned in this document shall therefore be paid to Shuruf-ood-dowlah, from the Residency Treasury; and it shall be the duty of all the pensioners to make their representations and receive their pensions through those two individuals.

ARTICLE 8TH.

The Resident will apply to the Right Honorable the Governor-General of India for a document to the effect of the foregoing under his seal and signature, and deliver the same, when received, to His Majesty.

Given at Lucknow, this Twenty-Second day of November, in the year of Our Lord One Thousand Eight Hundred and Thirty-Eight, corresponding with the third of Ramzan, One Thousand Two Hundred and Fifty-Four Hajira.

J. LOW, *Lieut.-Colonel,*
Political Resident at Lucknow.

No. LXVII.

DEED of TRUST (dated 23rd November 1839) on the part of HIS MAJESTY ABDOOL FUTTEH MOOEENOODDEEN SOOLTAN OOZZAMAN NOWSHEREWANI AUDIL MOHUMMED ALLI SHAH, KING of OUDE, to the OFFICERS of the HONORABLE COMPANY'S GOVERNMENT, to the following effect :—

ARTICLE 1ST.

The sum of twelve lakhs (12,00,000) of Lucknow Sicca Rupees, at the rate of four (4) per cent. per annum, has been deposited by us in perpetuity in the Honourable Company's Treasury at the Residency of Lucknow, and the interest amounting to forty-eight thousand (48,000) Lucknow Sicca Rupees per annum has been bestowed as a gift upon the persons herein mentioned, and for the expenses of Hossainabad Moobaruk, &c. We have nominated and appointed Ruffeek-ood-Dowlah Syud Imam Alli Khan Bahadoor, and Azeemoollah Khan Bahadoor, our old and confidential servants, and after them their descendants, generation after generation, to the situation of Daroghas or Superintendents of the Mosque, and Shurf-ood-Dowlah Moozufur-ool-Moolk Mahomed Ibrahim Khan Bahadoor Moostaqueem Jung and his descendants after him, to the duties of vakeel [mootwussit] of the pensioners only, to the exclusion of all interference with Hossainabad Moobaruk and the new road and their dependencies.

It is incumbent on the officers of the Honorable Company's Government to pay in perpetuity from the Residency Treasury to Ruffeek-ood-Dowlah Bahadoor and Azeemoollah Khan Bahadoor and to their descendants, generation after generation [independent of Shurf-ood-Dowlah] the money for the expenses of Hossainabad Moobaruk, etc., from the aforesaid interest, according to the following detail in quarterly payments, or in four equal instalments, agreeably to English months. The stipends of the pensioners to be paid through Shurf-ood-Dowlah; the pensioners are to give receipts in duplicate under their seals. Receipts for the expenses of Hossainabad Moobaruk and the repairs of the new road are to be taken under the seals of the aforesaid Ruffeek-ood-Dowlah Syud Imam

Alli Khan Bahadoor and Azeemoollah Khan Bahadoor and their descendants. Let the representations of Ruffeek-ood-Dowlah Syud Imam Alli Khan Bahadoor and Azeemoollah Khan Bahadoor, regarding Hossainabad Moobaruk and the new road, without, and those respecting the pensioners, with the intervention of Shurf-ood-Dowlah Bahadoor, be complied with. It is proper and necessary that the pensioners should act agreeably to the suggestions of the superintendents and the vakeel, considering such a proceeding beneficial to their interests, and should any of the pensioners enumerated in this Deed or their heirs go and reside within the territories of the Honorable Company, the Resident for the time being shall cause their pensions to be remitted to their place of residence—

	Per mensem.	Per annum.	
To the seven Sons-in-law as follows :—			
To Nowab Mohseen-ood-Dowlah Muntiz-ool Moolk Mohseen Alee Khan Bahadoor Ghazuffer Jung.	100	1,200	
To Nowab Moneer-ood-Dowlah Mukhtar-ool-Moolk Abool Hussain Khan Bahadoor Dilawur Jung.	100	1,200	
To Nowab Iktidar-ood-Dowlah Mohtushim-ool Moolk Mahdee Allee Khan Bahadoor Teighum Jung.	50	600	
To Nowab Mooazzim-ood-Dowlah Roostum-ool-Moolk Bakur Allee Khan Bahadoor Mahabut Jung.	50	600	
To Nowab Moujahed-ood-Dowlah Syful Moolk Zein-ool-Abdeen Khan Bahadoor Juladut Jung.	50	600	
To Nowab Ghazuffur-ood-Dowlah Munir-ool-Moolk Sultan Mirza Khan Bahadoor Salabut Jung.	50	600	
To Nowab Jemar-ood-Dowlah Zyghum-ool-Moolk Hadee Allee Khan Bahadoor Kaem Jung.	50	600	5,400
To Moomtaz-ood-Dowlah Mudubir-ool-Moolk Mirza Hossain Allee Khan Bahadoor Tahower Jung, grandson (son's son) of His Majesty.	50	600	600
To the three Daughters-in-law :—			
Mulkae Duhr Nowab Khakan Bahoo	100	1,200	
Mulkae Asar Nowab Kysur Bahoo	50	600	
Mulkae Aulum Nowab Khoosroo Bahoo	50	600	2,400
To three Ladies of the Muhul :—			
Nowab Oomda Khanum	40	480	
" Mootee Khanum	30	360	
" Muhboobum Khanum	30	360	1,200
To the under-mentioned individuals :—			
Nowab Moonowur-ood-Dowlah Mookurrum-ool-Moolk Ahmed Allee Khan Bahadoor Juldakar Jung.	300	3,600	
Iftikar-oon-Nissa, wife of Nowab Moonowur-ood-Dowlah Ahmed Alee Khan Bahadoor.	200	2,400	
Ruffeek-ood-Dowlah Syud Emam Allee Khan Bahadoor	30	360	
Zyghum-ood-Dowlah Mahomed Tuckee Allee Khan Bahadoor, son of Ruffeek-ood-Dowlah Syud Emam Allee Khan Bahadoor.	30	360	
Atteeoollah Khan Bahadoor	40	480	7,200
Carried over			16,800

	Per mensem	Per annum.	
Brought forward .	..	..	16,800
For the expenses of Hossainabad Moobaruk, the Inn and the Tank and their dependencies, as follows :—			
For the expenses of Hossainabad Moobaruk and its Dependencies.	2,000	24,000	
For the repairs of the new road	500	6,000	30,000
Fizza African and Emauman, wives of Azeemoollah Khan Bahadoor, as follows :—			
Fizza African	50	600	
Emauman	50	600	1,200
TOTAL Rs. .	..	..	48,000

ARTICLE 2ND.

As the pensioners enumerated in this deed are objects of our peculiar consideration and favor, it is necessary that the Resident for the time being, owing to the union and friendship subsisting between the two Governments, treat them with kindness, and, considering them deserving of the support of the British Government, always afford them his aid and assistance.

ARTICLE 3RD.

Should it happen that any of the pensioners or after them any of their heirs die without issue, the pension of the deceased shall be paid by the Resident, for the time being, for the expenses of Hossainabad Moobaruk, etc., to the superintendent (mutawully of the mosque), namely, to Ruffeek-ood-Dowlah Bahadoor, and Azeemoollah Khan Bahadoor, and to their descendants

ARTICLE 4TH.

As the whole of the income and disbursements of Hossainabad Moobaruk and the new road and their dependencies have been placed entirely at the disposal of Ruffeek-ood-Dowlah Syud Imam Alee Khan Bahadoor and Azeemoollah Khan Bahadoor, without the participation of Shurf-ood-Dowlah Bahadoor, it is necessary that they should receive with honesty the sums set apart for Hossainabad Moobaruk and the other incomes of it and its dependencies, and expend them with all probity and economy, and carefully preserve the whole of the property in Hossainabad Moobaruk, so that to the utmost of their power it may not be lost or spoiled, and should no descendants of the mutawullies or superintendents of the mosque, or of the mutwussit or vakeel remain, let the Resident for the time being, with the concurrence of three-fourths of the pen-

sioners, appoint one of the pensioners to the situation of the person dying without heir.

ARTICLE 5TH.

The undermentioned items of income are hereby remitted, and shall be devoted to the expenses of Hossainabad Moobaruk and its dependencies, and all the property in it is given by us as a gift. It shall not be optional with the Sovereigns of Oude, at any time, on any account whatsoever to interfere in any way with it; and let the Resident for the time being, at the request of the mutawullis or superintendents in this particular matter, give his countenance and support, that this good work may continue in existence for ever.

The before-mentioned allowances shall be paid from the Honorable Company's Treasury for ever.

The rents of the shops attached to the Hossainabad Moobaruk.

The income from religious offerings.

Dated 15th of the month of Rumzan, 1255 Hijiree, corresponding with the 23rd November 1839.

No. LXVIII.

TRANSLATION of the DEED OF TRUST executed by HIS MAJESTY ABOOL FUTTEH MOOEENOODDEEN SULTAN-OOZZAMAN NOWSHERWAN AUDIL MAHOMED ALI SHAH, KING of OUDE, in favour of the HONORABLE COMPANY, respecting the Hospital established at Lucknow, consisting of four Articles,—26th January 1840.

ARTICLE 1ST.

The interest on two promissory notes, amounting to three lakhs forty thousand and eight hundred Calcutta Sicca Rupees, *viz.*, one for two lakhs and eighty-seven thousand, at an interest of 5 per cent. per annum by quarterly payments, and the other for fifty-three thousand and eight hundred Rupees, at the interest of 4 per cent. per annum, by half-yearly payments, which is lodged in the Honorable Company's Treasury, I give and bequeath for the expenditure of the Hospital established in the time of the late King, in the capital of Lucknow. It is requisite and very necessary that the officers of the above-mentioned Government should pay the said interest, amounting to Calcutta Sicca Rupees 16,500, or Lucknow Sicca Rupees 17,244-9-6, according to the above mentioned periods of payments, from the Honorable Company's Treasury attached to the Residency of Lucknow, to Zuffer-ood-Dowlah Bahadoor, and after him to any person who may be appointed to the situation of Superintendent of the Hospital by this Government, and shall take a receipt under his seal,

ARTICLE 2ND.

It is very necessary that the whole of the interest arising from the above-mentioned sum may now and hereafter be laid out in providing medicine and food for the sick poor. Those patients who may prefer native medicines will be treated by native physicians, who will be appointed by this Government; and those who may desire European medicine will be treated by Dr. Stevenson, and after him by any gentlemen who may be in the service of this Government.

ARTICLE 3RD.

Although the Mutawully (or Superintendent) of the Hospital and native physicians will be appointed by this Government, yet the entire amount arising from the interest of the above-mentioned sum is strictly to be applied only to the purposes of the Hospital, both now and hereafter; and that no disorder or abuse be allowed to creep in its good management, it is incumbent on the Resident for the time being, in the spirit of the friendship and unanimity existing between the two States, always to afford his aid and assistance in maintaining this work for ever.

ARTICLE 4TH.

It is requisite for the Superintendent of the Hospital to furnish monthly and annually accounts respectively of receipts and disbursements, etc., to the Dewanee Dufter of my Government, together with the receipts and other vouchers and accounts, and to consider himself held responsible for the honesty of the servants attached to the Hospital.

Dated 20th Zeckad, 1255 Higree, corresponding with the 26th of January 1840.

KING'S SEAL.

PART II.

Treaties, Engagements and Sanads

relating to the

Territories comprised within the

Bengal Presidency

and to the

States in Political Relations with

the

Government of India

through the

Government of Bengal.

I.—BENGAL.

IN 1599 an Association was formed to trade with the East Indies, and on the 31st December 1600 they obtained from Queen Elizabeth an exclusive charter of privilege, constituting them a body politic and corporate, by the name of "The Governor and Company of Merchants of London trading to the East Indies."

The Company's first factory was established at Surat.

In 1624 a Farman was obtained from the Moghul Emperor Jahangir, permitting the English to trade with Bengal, but restricting them to the port of Pipli in Midnapur. The regular connection of the Company with Bengal, however, did not begin till 1642, when a factory was established at Balasore; and in 1652 permission was obtained for unlimited trade, without payment of customs, on an annual payment of Rs. 3,000.

In 1661 Charles II granted a new charter, vesting the Company with power to make peace or war with any non-Christian Prince and to seize and send to England unlicensed traders. A fresh charter was again granted in 1693, confirming the exclusive privileges of the Company for twenty-one years. In 1698 a rival Company was formed, known as the New or "English Company," which amalgamated with the old or

"London Company" in 1702, and the two parties took the name of "The United Company of Merchants trading to the East Indies."

During the administration of Shaista Khan, Subadar of Bengal, the English were subjected to much oppression. Shaista Khan exacted a duty of 3½ per cent. on their merchandise, and his officers arbitrarily extorted large sums from the factors, until in 1685 it was resolved to seek redress by force of arms. This decision exasperated the Emperor Aurangzeb, who ordered that the English should be expelled from his dominions. The Company's factories were seized and their affairs were brought to the brink of ruin, when negotiations for peace were set on foot and a reconciliation was effected.

In 1698 the English obtained permission from Azam-ush-Shan, grandson of Aurangzeb and Governor of Bengal, to purchase the towns of Sutanati, Govindpur and Calcutta. No sanad is forthcoming, but it is more a matter of antiquarian interest than of historic importance.

In 1756 Nawab Siraj-ud-Daula became Subadar of Bengal. He demanded from the English Governor of Calcutta the surrender of one of the principal officers of finance under his late uncle, the Governor of Dacca, from whom he proposed to extort money: and when this demand was refused, he attacked and captured Calcutta on the 20th June. One hundred and forty-six English fell into his hands and were thrust into "The Black Hole," where all, save twenty-three, perished in the night. On the 2nd January 1757 Calcutta was retaken by a force from Madras under Clive and Admiral Watson, and on the 4th February the Nawab's army was surprised and defeated by Clive. Overtures were then made by the Nawab, and on the 9th February 1757, a Treaty (No. I) was concluded, by which the Nawab agreed not to molest the Company in the enjoyment of their privileges; to permit all goods belonging to the Company to pass freely by land or water, without paying any duties or fees; to restore the factories and plundered property; and to permit the Company to fortify Calcutta and to establish a mint. Three days later a Contract (No. II) with the Nawab, offensive and defensive, was signed.

War having broken out between France and England, Clive attacked the French settlement of Chandernagore. Siraj-ud-Daula furnished the French with arms and money, and was preparing to make common cause against the English. At this juncture a confederacy was formed among Siraj-ud-Daula's chief officers to depose him. The English joined this confederacy and concluded a Treaty (No. III) with Mir Jafar Ali Khan. At the battle of Plassey, which was fought on the 23rd June 1757, the power of Siraj-ud-Daula was completely broken, and Mir Jafar was installed by Clive as Subadar of Bengal with the title of Nawab.

In 1758 the Shahzada, afterwards Shah Alam, fled from Delhi, in consequence of some dispute with his father, the Emperor Alamgir II, and entered into a league with the Subadars of Oudh and Allahabad for the conquest of the Lower Provinces. The Prince entered Bihar with about 40,000 men, and laid siege to Patna.

Mir Jafar was greatly alarmed, and Clive marched to his aid with what force he could muster. The terror of Clive's name was sufficient, and ere he reached Patna the Shahzada's army had almost entirely dispersed. As a reward for this service Mir Jafar granted Clive the quit-rent, about three lakhs per annum, which the Company had agreed to pay for the zamindari of Calcutta.*

In 1759 an armament of seven ships from Batavia unexpectedly made its appearance in the mouth of the Hooghly. Mir Jafar had secretly encouraged the Dutch to send this force. He was alarmed at the growing power of the English, and wished to counterbalance it with that of the Dutch, while the latter were eager to share in the wealth which the British had acquired in Bengal. Clive, though sensible of the responsibility he would incur by attacking the forces of a friendly power, was satisfied that, if he allowed the Batavian armament to join the garrison at Chinsura, the Nawab would throw himself into the arms of his new allies, and the English ascendency in Bengal would be exposed to serious danger. To prevent this he obtained from the Nawab a mandate, directing the newly arrived armament to leave the river. Under the authority of this order, and with the pretext of enforcing it, Clive caused the Dutch to be attacked both by land and water. They were completely defeated, and all their ships were taken. A Convention (No. IV) was then signed, by which the Dutch agreed to pay an indemnity, and the English to restore their ships and property. An Agreement (No. V) was at the same time made between the Nawab and the Dutch, which was guaranteed by the Governor in Council of Fort William.

To meet his pecuniary engagements Mir Jafar had recourse to the severest exactions. He resigned himself to unworthy favourities; and it became necessary to depose him in favour of his son-in-law Mir Kasim Ali Khan, with whom a Treaty (No. VI) was concluded on the 27th September 1760. By this treaty the British obtained possession of Burdwan, Midnapur and Chittagong.

Serious disputes arose between Mir Kasim and the English regarding the right of the servants of the Company to trade and to have their goods passed free of duty, and these disputes led at last to war. Negotiations were opened with Mir Jafar, and on the 10th July 1763 a Treaty (No VII) was executed between him and the Company. Mir Kasim, after sustain-

* See Appendix.

ing a series of defeats and revenging himself by the murder of his English prisoners, fled to Oudh and eventually to Delhi, where he died in 1777.

In 1764 Mir Jafar agreed to pay five lakhs a month (No. VIII), in addition to the sums for which he had contracted in the recent treaty, towards the expense of the war which was then being carried on against the Wazir of Oudh who, with the Emperor Shah Alam, had espoused the cause of Mir Kasim.

Mir Jafar died in January 1765, and was succeeded by his son Najm-ud-Daula, with whom a new Treaty (No. IX) was concluded, by which the Company took the military defence of the country entirely into its own hands. Among other conditions the Nawab bound himself to appoint, by the advice of the Governor and Council, a deputy to conduct the government, who should not be removable without their consent.

In 1764 the army of Shuja-ud-Daula, the Wazir of Oudh who, under the pretence of assisting Mir Kasim, had invaded Bihar, was completely routed, and the Wazir was obliged to throw himself on the generosity of the English. The whole of his dominions was restored to him, except Allahabad and Kara, which were given to the Emperor of Delhi, who, on his part, conferred the Diwani of Bengal, Bihar and Orissa on the Company by Imperial Farman (No. X); the English became security for the regular payment of twenty-six lakhs a year by the Nawab, and agreed to allow the Nawab the annual sum of 53,86,131 Sicca Rupees for the support of the Nizamat.

Najm-ud-Daula died in May 1766, and was succeeded by his brother, Saif-ud-Daula, a youth of sixteen. A Treaty (No. XI) was concluded with him, by which he ratified the treaties formerly concluded with his father and brother, and the Company agreed to support him in the Nizamat and to allow him an annual stipend of Rs. 41,86,131.

Saif-ud-Daula was succeeded in 1770 by his brother, Mubarak-ud-Daula, with whom a new Engagement (No. XII) was made. By this engagement the Nawab Nazim's stipend was fixed at Rs. 31,81,991. This is the last treaty made with the Nawab Nazim. The office of Subadar had now become merely a nominal one, all real power having passed into the hands of the Company. In 1772 the stipend was reduced to sixteen lakhs a year, at which rate it continued to be paid down to 1880. In 1869 the Nawab Nazim, Saiyid Mansur Ali Khan, left Murshidabad and went with his family to England, where he took up his permanent residence.

In 1873, the affairs of the Nawab Nazim having fallen into confusion, Commissioners were appointed under a special Act to arrange for the liquidation of his debts, and to ascertain the amount of jewels and immovable property held by the Government for the purpose of upholding the

dignity of the Nawab Nazim for the time being. By this Act the Nawab was declared incapable of contracting any pecuniary obligation.

In 1880 Saiyid Mansur Ali Khan agreed to retire from the position of Nawab Nazim, and to renounce and relinquish all claims and demands to the position and title of "Nazim and Subadar of Bengal, Bihar and Orissa" and all personal right of interference in Nizamat affairs, in consideration of an annual stipend of £10,000 or a payment of Rs. 10,00,000 in settlement of various miscellaneous claims, and of a suitable provision for his four children born in England. The conditions of this arrangement are embodied in a formal deed, dated the 1st November 1880, which Saiyid Mansur Ali executed in London. On the abdication of Saiyid Mansur Ali, the title "Nawab Nazim of Bengal, Bihar and Orissa" ceased to exist. He died at Murshidabad on the 5th November 1884. His eldest son, Nawab Ali Kadr Saiyid Hasan Ali Mirza, was granted the hereditary title of "Nawab Bahadur of Murshidabad" (No. XXVII) and allowed precedence over all titled nobles of Bengal. The final settlement of the Nizamat affairs was made by an indenture dated the 12th March 1891, which forms the schedule to the Murshidabad Act XV of 1891. It provides *inter alia* for the payment in perpetuity to the Nawab Bahadur and his lineal heirs male of a monthly allowance of Rs. 19,166-10-8, or Rs. 2,30,000 a year. Nawab Ali Kadr Saiyid Hasan Ali Mirza died at Murshidabad on the 25th December 1906, and his eldest son Ihtisham-ul-Mulk Rais-ud-Daula Amir-ul-Omrah Nawab Asif Qadr Saiyid Wasif Ali Mirza Khan Bahadur, Mahbat Jang, succeeded to the title and the allowance of Rs. 2,30,000 per annum under the terms of the deed of indenture attached to the Murshidabad Act XV of 1891. The Nawab Bahadur is exempt from the payment of income-tax and super-tax on this allowance.

On the 13th August 1814 a Treaty* was concluded in London between Great Britain and the Netherlands, providing, among other

* This Treaty and the Additional Articles will be found in Hertslet's Treaties, Vol. I, pp. 359—360.

The following are the Articles which have reference to India:—

I. His Britannic Majesty engages to restore to the Prince Sovereign of the United Netherlands, within the term which shall be hereafter fixed, the Colonies, Factories, and Establishments which were possessed by Holland at the commencement of the late, war, *viz.*, on the 1st January 1803, in the seas and on the continents of America, Africa and Asia; with the exception of the Cape of Good Hope and the Settlements of Demerara, Essequibo, and Berbice of which possessions the High Contracting Parties reserve to Themselves the right to dispose by a Supplementary Convention, hereafter to be negotiated according to Their mutual interests, and specially with reference to the provisions contained in the 6th and 9th Articles of the Treaty of Peace signed between His Britannic Majesty and His Most Christian Majesty on the 30th of May 1814.

II. His Britannic Majesty agrees to cede in full Sovereignty the Island of Banca, in the Eastern Seas, to the Prince Sovereign of the Netherlands, in exchange for the Settlement of Cochin and its Dependencies on the coast of Malabar, which is to remain in full Sovereignty to His Britannic Majesty.

stipulations, for the restoration to the Dutch of the factories and establishments possessed by them in India and the Eastern Seas on the 1st January 1803; by an additional article the Dutch agreed to cede to the British Government the district of Baranagar on payment of an annual sum to be fixed by mutual agreement.

In pursuance of these arrangements formal Deeds of transfer were executed in the cases of Chinsura and Baranagar respectively (Nos. XV and XVI). The transfer of Kalkapur to the Dutch remained in abeyance in consequence of their assertion of a claim for the exercise of certain prescriptive rights of sovereignty and independence within that factory, which were inconsistent with its purely commercial status.

The tenure of the Dutch was not of long duration. By articles 8 and 13 of the Treaty between Great Britain and the Netherlands, dated the 17th March 1824 (No. XVIII), the Dutch settlements in Bengal were again made over to the British Government, in whose possession they have ever since remained, and formal Deeds of transfer of the settlements of Chinsura, Falta, Kalkapur, Dacca, Balasore* and Patna* were executed (Nos. XIX to XXII).

III. The places and forts in the colonies and settlements which, by virtue of the two preceding Articles, are to be ceded and exchanged by the two High Contracting parties, shall be given up in the state in which they may be at the moment of the signature of the present Convention.

IV. His Britannic Majesty guarantees to the subjects of His Royal Highness the Prince Sovereign of the United Netherlands, the same facilities, privileges, and protection, with respect to commerce and the security of their persons and property within the limits of the British Sovereignty on the Continent of India, as are now or shall be granted to the most favoured nations.

His Royal Highness the Prince Sovereign, on his part, having nothing more at heart than the perpetual duration of peace between the Crown of England and the United Netherlands, and wishing to do His utmost to avoid anything which might affect their mutual good understanding, engages not to erect any fortifications in the establishments which are to be restored to Him within the limits of the British Sovereignty upon the Continent of India, and only to place in those establishments the number of troops necessary for the maintenance of the police.

V. Those colonies, factories, and establishments which are to be ceded to His Royal Highness the Prince Sovereign of the United Netherlands by His Britannic Majesty, in the Seas or on the Continent of America, shall be given up within three months, and those which are beyond the Cape of Good Hope, within the six months which follow the ratification of the present Convention.

ADDITIONAL ARTICLE—II.

Additional Article.

II. The small district of Baranagar, situated close to Calcutta, being requisite to the due preservation of the peace and police of that city, the Prince of Orange agrees to cede the said district to His Britannic Majesty, upon a payment of such sum annually to His Royal Highness as may be considered, by Commissioners to be appointed by the respective Governments, to be just and reasonable, with reference to the profits or revenue usually derived by the Dutch Government from the same.

* These districts are now under the administration of the Government of Bihar and Orissa (*q. v.*).

In accordance with the provisions of the Treaty* of Kiel, dated the 14th January 1814, between Great Britain and Denmark, the town of Serampore and the Danish possessions attached thereto were restored to Denmark (No. XIV). The British Government again obtained possession of Serampore by the Treaty of the 22nd February 1845 (No. XXV) with Denmark.

On the 3rd September 1783 a Treaty† between Great Britain and France was concluded at Versailles, by which the French possessions in India, which had been conquered by the British, were restored to France.

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* This Treaty will be found in Hertslet's Treaties, Vol. I., pp. 229-235.

The following Article has reference to India:—

III. His Majesty the King of the United Kingdom of Great Britain and Ireland consents to restore to His Danish Majesty all the possessions and colonies which have been conquered by the British arms in this present war, except the Island of Heligoland which His Britannic Majesty reserves to himself with full and unlimited sovereignty.

Additional Articles signed at Liege, 7th April 1814—

I. The evacuations, cessions, and restitutions, stipulated by the above-mentioned Treaty, shall be executed in Europe within a month, in the seas of America within three months, and in the continent and seas of Asia within six months, after the ratification of the Definite Treaty.

II. It is further agreed that in all the cases of cession stipulated, there shall be allowed to the inhabitants, of whatever condition or nation they may be, a term of three years, reckoning from the ratification of the present Treaty, to dispose of their property, acquired and possessed whether before or in the course of the war; during which term of three years they shall be at liberty freely to exercise their religion, and to enjoy their property. The same facility is granted within the countries restored, to all persons, inhabitants or others, who shall have formed any establishments during the time which those countries were possessed by Great Britain.

In respect to the inhabitants of the countries restored or ceded, it is agreed that no one shall be prosecuted, disturbed, or troubled, either personally or in his property, under any pretext, on account of his political opinions or conduct, or of his attachment to either of the High Contracting Parties, or for any other cause, unless it be for debts contracted with individuals or for acts subsequent to the present Treaty.

III. The decision of every claim between individuals of the respective nations for any debts, property, effects or rights whatever, which conformably to common usage and the law of nations ought to be brought forward, shall be referred to the competent tribunals, and in such cases there shall be prompt and complete justice rendered in the countries where the claims are respectively put forth.

†See Cobbett's Parliamentary History of England, vol. XXIII, pages 1159-1171. The Articles having reference to India are the following:—

Article 13.—The King of Great Britain restores to his most Christian Majesty all the settlements which belonged to him at the beginning of the present war, upon the coast of Orixa, and in Bengal, with liberty to surround Chandernagore with a ditch for carrying off the waters: and his Britannic Majesty engages to take such measures as shall be in his power for securing to the subjects of France in that part of India, as well as on the coasts of Orixa, Coromandal, and Malabar, a safe, free, and independent trade, such as was carried on by the French East India Company, whether they exercise it individually, or united in a Company.

Article 14.—Pondicherry shall be in like manner delivered up and guaranteed to France, as also Karikal: and his Britannic Majesty shall procure, for an additional dependency to Pondicherry, the two districts of Valanour and Bahour; and to Karikal, the four magans bordering, thereupon.

By the Treaty of Paris, dated the 30th May 1814,* Great Britain agreed to restore to France "the factories and establishments of every kind which were possessed by France on the 1st of January 1792"—in India, and to grant most-favoured nation treatment to French subjects "within the limits of the British severeignty on the Continent of India"; while France engaged not to erect any fortifications in the establishments which were to be restored to her within the same limits, and "only to place in those establishments the number of troops necessary for the maintenance of the police".

Article 15.—France shall re-enter into the possession of Mahé, as well as of its factory at Surat; and the French shall carry on their trade, in this part of India, conformably to the principles established in the 13th article of this treaty.

Article 16.—Orders having been sent to India by the high contracting parties, in pursuance of the 16th article of the preliminaries, it is further agreed, that if, within the term of four months, the respective allies of their Britannic and most Christian Majesties shall not have acceded to the present pacification, or concluded a separate accommodation, their said Majesties shall not give them any assistance, directly or indirectly, against the British or French possessions, or against the ancient possessions of their respective allies, such as they were in the year 1776.

* * * * *

Article 20.—As it is necessary to appoint a certain period for the restitutions and evacuations to be made by each of the high contracting parties, it is agreed that . . . . France shall be put in possession of the towns and factories which are restored to her in the East Indies, and of the territories which are procured for her, to serve as additional dependencies to Pondicherry, and to Karikal, six months after the ratification of the present treaty, or sooner, if it can be done. France shall deliver up, at the end of the like term of six months, the towns and territories which her arms may have taken from the English, or their allies, in the East Indies. In consequence whereof, the necessary orders shall be sent by each of the high contracting parties, with reciprocal passports for the ships which shall carry them, immediately after the ratification of the present treaty.

Declaration (by the British plenipotentiary).

* * * * *

With regard to India, Great Britain having granted to France everything that can ascertain and confirm the trade which the latter requires to carry on there, his Majesty relies with confidence on the repeated assurances of the Court of Versailles, that the power of surrounding Chandernagore with a ditch for carrying off the waters, shall not be exercised in such a manner, as to make it become an object of umbrage.

* * * * *

Counter-Declaration (by the French plenipotentiary).

* * * * *

The King's desire to maintain the peace comprehends India as well as the other parts of the world; his Britannic Majesty may therefore be assured, that his Majesty will never permit that an object so inoffensive, and so harmless, as the ditch with which Chandernagore is to be surrounded, should give any umbrage to the Court to London.

* * * * *

* *See* State Papers, Vol. I, pages 151-176.

On the 7th March 1815 a Convention (No. XIII) was signed between Great Britain and France, by which the supply of salt, opium, and saltpetre to the French establishments in India was regulated. To give full effect to this convention another Convention (No. XVII) was agreed upon on the 13th May 1818 between the Administrators of the French establishments in India and the Government of Fort St. George, by which the manufacture of salt in the French possessions throughout India was to cease during the continuance of the East India Company's charter, and 4,000 Star Pagodas (Rs. 14,000) were to be paid annually to the French Government as an indemnification to the proprietors of the salt pans. The British Government also engaged to supply at prime cost such a quantity of salt as would suffice for the domestic use of the inhabitants of the French settlements in India, the French Government agreeing to sell this salt at approximately the same price as that obtained by the British Government in the adjoining districts. In 1837, on the expiry of the Company's charter, a fresh Convention (No. XXIII) was concluded which, with trifling modifications, renewed that of 1818. In 1839 a Convention (No. XXIV) was signed, by which the French Government at Chandernagore renounced their right to the supply of salt in consideration of receiving an annual payment of Rs. 20,000, and further agreed to give every facility for the sale of British salt in Chandernagore, and to assist the British Government in realising the revenue produced by its consumption.

In 1853 a Convention (No. XXVI) was signed at Paris by which the boundaries of the French and English possessions round Chandernagore were re-adjusted.

On the 14th August 1876 a Treaty* was concluded between Great Britain and France for the mutual extradition of fugitive criminals. Article 16 of this Treaty laid down the procedure to be followed in the colonies and foreign possessions of the two High Contracting Parties: and the Treaty was brought into effect by a British Order in Council passed on the 16th May 1878.

In 1884 a Convention (No. XXVIII) was concluded for five years between the Government of India and the French Government, represented by the *Chef de Service* at Chandernagore. Under this the rights in connection with the opium trade, which had been reserved to the French by article 6 of the Convention of the 7th March 1815, were converted into an annual payment of Rs. 3,000. This Convention was renewed in 1889 for five years (No. XXIX), when fresh conditions were introduced under which the French authorities agreed to impose on the farmer licensed to sell opium at Chandernagore the obligation to trade exclusively in opium obtained from the British treasury at

* *See State Papers*, Vol. LXVII, pages 5-19.

Hooghly. As these conditions were liable to cause a loss to the French Administration, the British Government on their side engaged to pay an annual indemnity of Rs. 2,000 in addition to the Rs. 3,000 which they had already agreed to pay under Article 2 of the Convention of 1884 (No. XXVIII). This Convention was again renewed for five years from the 1st January 1894 (No. XXX) when the French authorities further agreed to hand over all contraband opium seized in French territory to the Collector of Hooghly on payment of its value calculated at the same rate as in similar cases in British India. The Convention was again renewed for five years in 1899, and again in 1904 for one and in 1905 (No. XXXI) for two years. The Convention was subsequently renewed for various periods up till January 1925 (No. XXXII) when fresh conditions were inserted under which the hours of sale were curtailed and the limits of individual possession in French territory brought into line with those in force in the adjoining British territory. At the same time the British Government agreed to raise the total compensation payable to the French authorities to Rs. 6,000 in view of the rise in the treasury price of opium in the adjoining British districts. This Convention was last renewed on the 1st January 1927 for a period of three years.

The French possess jurisdiction over Gairetti, a village lying on the right bank of the Hooghly, about a mile and a half to the south of Chandernagore, and separated from it by British territory.

II.—COOCH BEHAR.

The Rajas of Cooch Behar probably belong to the non-Aryan tribe of Koch, a people of Tibetan or Dravidian origin, now largely scattered on the North-Eastern Frontier. More than three centuries ago two brothers named Bisu Singh and Sisu Singh established by their conquests a principality in the North-Eastern part of India. The former is the immediate ancestor of the Rajas and of the Nasir Deos, or Ministers, of Cooch Behar. Bisu Singh's son, Nar Narayan, extended his sway eastwards over Lower Assam, and at this time the Koch territories must have embraced the greater part of the Dinajpur, Rangpur, and other districts, once forming the Aryan kingdom of Kamrup, which the Afghan King of Bengal overthrew in 1489. About 1603 the Moghul armies greatly encroached on the little State of Behar, until at about the beginning of the eighteenth century the Raja's dominions were reduced to their present limits.

The British Government came in contact with Cooch Behar in 1772. The Bhutanese, whose trade with Bengal was carried on through the countries occupied by the Koch Chiefs, appear to have always maintained a connection with Cooch Behar, and to have occasionally interfered in its affairs. Some years previous to 1772 the then Raja of Cooch Behar, Dhairjendra Narayan, who had a dispute regarding succession with his brother Ram Narayan, deprived the latter of the appointment of Minister. Ram Narayan appealed to the Bhutanese and was re-instated by them. Ram Narayan was, however, subsquently put to death by the Raja, whom the Bhutanese then carried off to the hills, appointing his brother, Rajendra Narayan, as Raja in his place. On the death of Rajendra Narayan shortly afterwards, the Nasir Deo set up Dharendra Narayan, son of Dhairjendra Narayan, as Raja. The Bhutanese had on their side appointed to the *gaddi* Brajendra Narayan, the son of the captive Raja's elder brother; each party proceeded to support their nominee, and the Nasir Deo, being worsted and driven out of the country, applied to the East India Company for aid. This was granted after the Nasir Deo had in 1773 concluded, in the name of Dharendra Narayan, a Treaty (No. XXXIII) by which the Raja agreed to acknowledge subjection to the British Government; to allow the Cooch Behar country to be annexed to Bengal; and to make over to the British Government one-half of the annual revenues of Cooch Behar for ever. The other moiety he was to retain on condition of remaining firm in his allegiance to the British Government, who, on the other hand, bound themselves to assist the Raja with troops whenever he might require them for the defence of the country, the Raja bearing the expense. Captain Jones, with a small force of sepoys,

then proceeded to Cooch Behar, dispossessed the Bhutanese, and pursuing them to the hills compelled them to make terms with the British Government. A Treaty (*see* Vol. XIV, Bhutan) was concluded with Bhutan in 1774, and, in accordance with one of its articles, Raja Dhairjendra Narayan was released from confinement. Though in 1776 a Sanad (No. XXXIV) was granted to Raja Dhairjendra Narayan conferring on him the Zamindari of Cooch Behar, he did not resume the government of the State until the death of his son, Dharendra Narayan, which occurred in 1780. In this year the money payment agreed on under the Treaty of 1773 (No. XXXIII) was changed to a fixed annual tribute of Rs. 67,700-15-0, which is still paid by the State. Raja Dhairjendra Narayan died in 1783, and was succeeded by his son, Harendra Narayan, an infant. Disturbances ensued, and in 1788 two Commissioners were sent to conduct a local enquiry, on receipt of whose report a British Commissioner was appointed to the management of the State. The Raja came of age in 1800, and the Commissioner was withdrawn. As, however, the Raja could not manage the affairs of the State, Commissioners were re-appointed in 1802, and again in 1805, 1813 and 1817, to supervise the administration. The British Government, however, in February 1816 informed the Raja that they would abstain from interference, except in the form of advice and representation, in the management of the affairs of the State, so long as they were properly conducted, warning him at the same time of the right and intention of Government to intervene in the case of mal-administration. The powers of the Commissioner were restricted to the exercise of diplomatic functions only: and these powers eventually devolved on the Governor-General's Agent, North-East Frontier. Harendra Narayan died at Benares in 1839. Shivendra Narayan, a natural son of the deceased Raja, was then placed upon the *gaddi*. Before his death he adopted one of his brother's sons named Narendra Narayan, who succeeded him in 1847. Narendra Narayan being at this time about four years old, the State was gover[illegible] Brajendra Narayan Kumar, brother of the late Raja, as Regent. He died in 1857, and the two widows of Raja Shivendra Narayan undertook the management of affairs. In 1862 Raja Narendra Narayan received a Sanad (No. XXXV) guaranteeing to him the right of adoption. He died in 1863 and was succeeded by his son Nripendra Narayan.

In 1867 a permanent salute of 13 guns was granted to the Ruler of Cooch Behar.

In 1873 a question arose as to whether Cooch Behar should be designa[illegible] a "State," an "Estate", or a "Raj"; the decision was that the designation "State," which had been used in the Adoption Sanad granted to the Raja of Cooch Behar by Lord Canning, should remain unaltered.

During the Raja's minority the State was managed by the Commissioner of Cooch Behar and Rajshahi, and an officer, corresponding in position to a Deputy Commissioner of a non-regulation district in British territory, was in immediate charge. The State and its people prospered remarkably during the British administration. The annual revenue demand on all accounts increased from Rs. 3,37,025 to Rs. 11,26,343; the British rupee was made the legal tender in the State; an improved system of land settlement and the general principles of administration in force in British districts were introduced, without interfering with any special local customs and traditions; sub-divisions were established; the police were re-organised; numerous schools were opened; the Postal Department was placed under the Post-Master General of Bengal; a line of telegraph was carried through the State; considerable sums were spent on roads, bridges, and public offices, and large savings in Government securities were made over to the Maharaja on his installation.

Nripendra Narayan was installed in 1883. In 1884 the Ruler of Cooch Behar received (No. XXXVI) the hereditary title of Maharaja Bahadur. The Maharaja's assumption of the distinctive titles of "His Highness" and "Bhup Bahadur," by which designations he is to be addressed in all official correspondence, were also sanctioned; the latter title, which is an old family distinction, was thus formally recognised.

When the Maharaja attained his majority in 1883, the Government of India consented to his request that the services of the officer, who had been in charge of the State during his minority, might be retained by him as Superintendent of the State. Ever since that date this post has been continued by the Maharaja and filled by officers lent to him by Government.

In 1885 the Commissioner of the Rajshahi Division had been given the powers of a Political Agent for the State, under Chapters IV and V of Act XXI of 1879. On the transfer of the Rajshahi Division to the Province of Eastern Bengal and Assam in 1905, the Commissioner of the Bhagalpur Division was appointed Political Agent, but the post was transferred to the Commissioner of the Rajshahi Division again in 1912, and is still held by him.

In 1894 a narrow-gauge railway was constructed connecting Cooch Behar with the Eastern Bengal Railway system at Mogalhat. It was afterwards extended to the boundaries of the State, and then by Government to the foot of the Bhutan Hills on the Western Duars in the Jalpaiguri district. The line has been managed by the Eastern Bengal State Railway Administration in accordance with an Agreement (No. XXXIX), entered into in 1903, between the Secretary of State for India and the Maharaja. The agreement expired on the 31st December

1905. A fresh agreement, which is still in force, was made with effect from the 1st January 1907 (No. XL).

In 1899 the Maharaja ceded jurisdiction of every kind over the lands in his State which are, or may hereafter be, occupied by the Bengal Duars Railway (No. XXXVII). In 1901 a similar cession was made in respect of the lands required in the Cooch Behar State for the Eastern Bengal State Railway (No. XXXVIII).

A reciprocal agreement in regard to excise administration on the borders of the Cooch Behar State was entered into between the Cooch Behar State and the Government of Bengal with effect from the 1st April 1917 and still subsists.

Maharaja Nripendra Narayan died in September 1911 and was succeeded by his eldest son Raj Rajendra Narayan. He died in September 1913 and was succeeded by his brother Jitendra Narayan, who died on the 20th December 1922. He was succeeded by his eldest son Juvaraj Jagaddipendra Narayan, who was born on the 15th December 1915. During his minority, the administration of the State has been carried on by a Council of Regency of which Her Highness the Maharani is President.

The area of the Cooch Behar State is 1,318 square miles; the population, according to the Census of 1921, 592,489; and the revenue (1926-27) Rs. 39,37,448.

The military forces of the State consist (1926) of 189 Infantry, 11 Cycle Orderlies, 98 Armed Police and 7 Artillerymen with 4 serviceable guns.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

III.—TRIPURA.

The Rajas of Tripura (Hill Tippera, as it was formerly called) are, like the Rajas of Manipur, of Indo-Chinese stock with an admixture of Aryan blood. They claim descent from Dreehjya, son of Jajati, a King of the Lunar race, and have adopted the family name of Deb Barman, to mark their status as members of the Kshatriya caste. The distinctive family title of Manikya (jewel) was first bestowed on Raja Ratna Fah in 1279 by the King of Gour, and was formally recognised by the Government of India in 1919.

There is no trustworthy account of the extent of the ancient State of Tripura, but at various times its rulers made conquests and gained possessions that carried their armies from the Sundarbans in the west and Kamrup in the north to Burma in the east and south. The military prestige of the Tripura Rajas was at its height during the sixteenth century and it was not until the beginning of the seventeenth century that the Moghuls obtained a footing in the country. About 1625 Nawab Fateh Jang invaded Tripura, took the capital and sent the Raja a captive to Delhi, where Jahangir offered to reinstate him on condition that he paid tribute: an offer which the Raja refused. 24 years later the Moghul troops evacuated the country; but about 1730 they reconquered it, when the western and southern portions of the State became a Moghul province under the name of Roshanabad, and eventually came under British rule in 1765.

Krishna Manikya was then made Raja, with the help of the English, in succession to a Muhammadan marauder named Shamsher Ghazi, who had overrun and occupied a considerable portion of the country. Krishna Manikya died about 1780 and his widow, Janhabi Mahadevi, ruled the country for some time until, at her request, the British Government recognised her nephew, Rajdar Manikya, as Raja. He died about 1798 and was succeeded by Durga Manikya, on whose death Ramganga, who had been a rival claimant to the *gaddi*, became Raja. He died in 1826 and was succeeded by his brother Kasi Chandra Manikya who died in 1830. His nephew Krishna Kishore Manikya succeeded, and died in 1850, being succeeded by his son Ishan Chandra Manikya.

The determination of the boundaries between the Tripura State and British territory had for a long time been a constant source of trouble; and in 1854 the northern, southern and western boundaries were finally determined by arbitrators appointed by the Government of India and the State, though the eastern boundary remained unsettled.

fact which gave rise to frequent complications between Tripura subjects and the Lushai.

Ishan Chandra Manikya died in 1862, when his brother, Bir Chandra Manikya, was recognised as *de facto* Raja, though his investiture was deferred until 1870, pending the result of an appeal to the Privy Council by Nilkrista Thakur, who disputed the succession.

In 1867 the Ruler of Tripura was granted a permanent salute of 13 guns.

In 1871 a Political Agent was appointed to reside at Agartala, the capital of Tripura, with the special object of protecting British interests on the frontier, which suffered from Lushai raids carried out through the State into British territory. It was explained to the Raja that this appointment did not denote a policy that would in any way prejudice his interests or interfere with the lawful exercise of his authority within his State.

In 1874, in order to put a stop to the Lushai troubles, the Government of India fixed the Langai river as the eastern boundary of Tripura State, and communicated this decision to the Raja. In 1878 the appointment of Political Agent at Agartala was abolished, the Magistrate and Collector of Tripura becoming *ex-officio* Political Agent, with an Indian Officer as Assistant Political Agent at Agartala.

In 1890, owing to Bir Chandra Manikya's maladministration, it was decided that, in consultation with the *ex-officio* Political Agent, he should select and appoint a Minister with full powers of administration. This arrangement continued until 1892, when the Raja was permitted to resume the administration on condition that he submitted an annual report of it and that he himself, or both the Jubraj and the Bara Thakur, should attend every year at Comilla on the occasion of the visit of the Commissioner. At the same time, the appointment of Assistant Political Agent at Agartala was abolished.

Bir Chandra Manikya died in 1896 and was succeeded by his eldest son Radha Kishore Deb Barman Manikya.

In February 1899 Radha Kishore appointed his son, Birendra Kishore Deb Barman, as Jubraj, whereupon Samarendra Chandra Deb Barman, who had been appointed Bara Thakur by Bir Chandra Manikya, submitted a memorial to the Government of India claiming the title of Jubraj; but this claim was disallowed in 1902.

Up to 1904 the law of succession in Tripura had been a peculiar one. The Ruler had the power of nominating any of his brothers or sons as his successor under the title of Jubraj and a successor to the Jubraj under the title of Bara Thakur. On the Ruler's death the Jubraj became Ruler and the Bara Thakur became Jubraj, and in turn Ruler, even

to the exclusion of the Ruler's natural heirs. The eldest son, however, succeeded if no nomination had been made. This custom often led to quarrels and disputes about succession which were referred to the Government of India and the High Court. In 1904, in order to remove all doubts as to the rule of succession both to the State and to the ownership of the Zamindaris and other property in British India appertaining thereto and held therewith, the Government of India granted a Sanad (No. XLI) dated the 21st June 1904, which recognised the Ruler's right to nominate any male member of his family, descended through males from him or any male ancestor of his, as his successor. It also provided that, should a Ruler die without having nominated his successor, his nearest male descendant, descended through males according to the rule of lineal primogeniture, or failing such, his nearest male heir descended through males from any male ancestor of his, should succeed, and that every succession to the *gaddi* required the recognition of the Government of India. After the receipt of this Sanad, Raja Radha Kishore Manikya formally confirmed, in accordance with the provisions of the Sanad, the appointment of his son Birendra Kishore Deb Barman as Jubraj.

The separate collection of forest dues on the Feni River by the Indian Government used to lead to serious breaches of the peace until in 1905 an agreement was arrived at whereby a single collecting station managed by the British authorities was established at Amlighat. This agreement remained in force until 1919, when a fresh agreement was entered upon which provided for the management of the toll station by the Tripura State. On the expiry of this agreement the arrangement was continued from year to year until the end of March 1927. It has now been renewed up to 31st March 1931.

Radha Kishore Deb Barman Manikya died in 1909 and was succeeded by his son Birendra Kishore Deb Barman, whose installation ceremony was, for the first time in the history of the State, carried out by the Lieutenant-Governor of Bengal.

In 1910 the revival of the post of Assistant Political Agent was approved; but, on the suggestion of the Raja, a resident Political Agent at Agartala was appointed instead.

In 1915 it was agreed that neither the Government of Bengal or Assam nor the Tripura State should establish any new excise shops within 3 miles of the boundary. These arrangements are renewed from time to time and are now in force.

A reciprocal agreement for the amicable realisation of State and Government dues in certificate cases was arrived at in 1915 and still subsists.

Extradition between British India and the Tripura State is governed by the general laws and rules on the subject.

By a Sanad of 1st January 1919 (No. XLII) the title of Maharaja was conferred on the Ruler of Tripura as a hereditary distinction, and in the same year the title of Manikya was recognised by Government as hereditary, and its use with the suffix Bahadur was permitted.

In 1919 the Maharaja put forward a claim that the Dhaleswari river should be the eastern boundary of the State, but this was rejected by the Government of India. The claim was renewed in 1922, and again rejected: as also a request that the matter might be referred to arbitration.

In 1922 Tripura State was placed in direct political relation with the Government of India, and at the same time the post of resident Political Agent was abolished and the Collector of Tippera was again appointed *ex-officio* Political Agent. The Governor of Bengal in Council then became Agent to the Governor-General for the State.

In 1923 Maharaja Birendra Kishore died, and Maharaja Manikya Bir Bikram Kishore Deb Barman Bahadur, the present Chief, succeeded to the *gaddi* on the 13th August, at the age of 15 years. During his minority the administration of the State was entrusted to a Council of Administration, with Maharaja Birendra Kishore's uncle, Raj Kumar Nawadwip Chandra Deb Barman, as President. The Council, which was inaugurated on the 9th December 1923, came to an end on the 19th August 1927, when the Maharaja was, as a special case, invested with the powers of a Ruling Prince on attaining the age of 19, by the Governor of Bengal.

The area of Tripura is 4,116 square miles: the population, according to the Census of 1921, 304,437: and the revenue about Rs. 17,00,000. The State pays no tribute.

The Maharaja is the owner of zamindaris in the British districts of Noakhali, Tripura and Sylhet, covering an area of over 600 square miles, the income from which is about Rs. 13,00,000.

The military forces of the State consist (1926) of 269 Infantry and 30 Armed Police, with 1 serviceable and 13 unserviceable guns.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

...

No. I.

TREATY and AGREEMENT with SERAJAH DOWLA,—1757.

Signed seven times

Monsoor-ul-Mulck
Serajah Dowla Shah Kuly
Khan Behauder, Hybut
Jung, servant of King
Aalum Geer, the
Invincible.

LIST OF DEMANDS.

ARTICLE 1.

Agreed to according to the tenor of the Firmaund.

That the Company be not molested upon account of such privileges as have been granted them by the King's Firmaund and Husbulhookums, and the Firmaund and Husbulhookums in full force.

Agreed to according to the tenor of the Firmaund.

That the villages which were given to the Company by the Firmaund, but detained from them by the Soubah, be likewise allowed them, nor let any impediment or restriction be put upon the Zemindars.

ARTICLE 2.

It is agreed to.

That all goods belonging to the English Company, and having their Dustuck, do pass freely by land or water, in Bengal, Behar, and Orissa, without paying any duties or fees of any kind whatsoever; and that the Zemindars, Chokeydars, Guzerbauns, etc., offer them no kind of molestation upon this account.

ARTICLE 3.

Whatever has been seized by the Government, it is agreed shall be restored.

That restitution be made the Company of their factories and settlements at Calcutta, Cossimbazar, Dacca, etc., which have been taken from them.

That all money and effects taken from the English Company, their factors, and dependents, at the several settlements and aurungs, be restored in the same condition. That an equivalent in money be given for such goods as are damaged, plundered, or lost, which shall be left to the Nabob's justice to determine.

ARTICLE 4.

It is agreed to.

That the Company be allowed to fortify Calcutta in such a manner as they shall esteem proper for their defence, without any hindrance or obstruction.

It is agreed that Bullion, imported by the Company, be coined to siccas.

ARTICLE 5.

That siccas be coined at Allenagur (Calcutta) in the same manner as at Moorshedabad, and that the money struck in Calcutta be of equal weight and fineness with that of Moorshedabad. There shall be no demand made for a deduction of batta.

In the presence of God and His Prophet these Articles are signed and sealed.

ARTICLE 6.

That these proposals be ratified in the strongest manner, in the presence of God and His Prophet, and signed and sealed to by the Nabob, and some of his principal people.

On condition that as Agreement, under the Company's seal, and signed by the Company's Council, and sworn to according to their religion, be sent me, I agree to the Articles which I have countersigned.

ARTICLE 7.

And Admiral Charles Watson and Colonel Clive promise, in behalf of the English Nation, and of the English Company, that from henceforth all hostilities shall cease in Bengal, and the English will always remain in peace and friendship with the Nabob, as long as these Articles are kept in force, and remain unviolated.

Aaz-ul-Mulok,
Morad-ul-Dowla,
Nowrish Ally Khan
Behauder
Zahooar Jung,
a servant of
King Aalum Geer,
the Invincible.

Witness. *Mohindra Narrain Canongo.*

Meer Jaffier
Khan Behauder,
a servant of
King Aalum Geer,
the Invincible.

Ruja Dooundram
Behauder,
a servant of
King Aalum Geer
the Invincible.

Witness. *Lucki Narrain Canongo.*

AGREEMENT of the COMPANY, signed by the GOVERNOR and COMMITTEE, the 9th of February 1757. (19th Jamadee-ul-awal 1170.)

We, the East India Company, in the presence of His Excellency the Nabob Mon.soor-ul-Mulck Serajah Dowlah Shah Kuly Khan Behauder, Hybut Jung, Nazim of Bengal, Beher and Orissa, by the hands and seal of the Council, and by firm

DUSTUCK under the seal of the NABOB SERAJAH DOWLA, etc., dated the 17th Jemadee Saun (9th March 1757), in the 3rd year of the King's glorious Reign.

To all Fouzdars, Zemindars, Chowkeydars, and Overseers of the way of the Provinces of Bengal, Behar, and Orissa.

All goods belonging to the English Company, which, by virtue of the royal mandate, used to pass and repass through the foregoing provinces, by land and water, with the Company's dustucks, I have at this time granted a free currency to in the same manner as formerly, and with the confirmation of their former privileges. Let all goods having the English Company's dustuck pass as before up and down the river without any molestation or imposition of katbarra, or any other articles forbidden by the royal court; nor exact the smallest sum from them, nor oppress the Company's dependents.

In this be punctual, and act conformably to this writing.

PERWANNAH of the NABOB SERAJAH DOWLA to the HONORABLE COMPANY for erecting a Mint in Calcutta.

From the date of the first of the moon Shabaun, the four-sun siccas are begun to be stamped, and through all the mint houses the new siccas of the four-sun are coined. Take care and erect a mint in Calcutta (called Allenagur) and stamp gold and silver rupees out of the bullion and gold imported by your nation, of the weight of rupees of gold and silver coined at Moorshedabad. Under the name of Allenagur (Calcutta) shall you coin your money; it shall pass for land revenues, etc. Nobody will ask or set any batta upon them; only take care not to coin the gold and silver of other nations.

No. II.

AGREEMENT of COLONEL CLIVE with the NABOB, dated February 12th, 1757 (22nd Jemadee-ul-awul).

I, Colonel Clive, Sabut Jung Behauder, Commander of the English Land Forces in Bengal, do solemnly declare, in the presence of God and our Saviour, that there is peace between the Nabob, Serajah Dowla, and the English. They, the English, will inviolably adhere to the Articles of the Treaty made with the Nabob: that as long as he shall observe his Agreement, the English will always look upon his enemies as their enemies, and whenever called upon will grant him all the assistance in their power.

No. III.

TREATY with JAFFIER ALLY KHAN,—1757.

I swear by God, and the Prophet of God, to abide by the terms of this Treaty whilst I have life.

Meer Mahomed
Jaffier Khan Behauder,
servant of
King Aalum Geer.

TREATY made with the ADMIRAL and COLONEL CLIVE (SABUT JUNG BEHAUDER) GOVERNOR DRAKE, and MR. WATTS.

ARTICLE 1.

Whatever Articles were agreed upon in the time of peace with the Nabob Serajah Dowla Monsoor-ul-Mulck Shah Kuly Khan Behauder, Hybut Jung, I agree to comply with.

ARTICLE 2.

The enemies of the English are my enemies, whether they be Indians or Europeans.

ARTICLE 3.

All the effects and factories belonging to the French, in the Provinces of Bengal (the Paradise of Nations), Behar and Orissa, shall remain in the possession of the English, nor will I ever allow them any more to settle in the three Provinces.

ARTICLE 4.

In consideration of the losses which the English Company have sustained by the capture and plunder of Calcutta by the Nabob, and the charges occasioned by the maintenance of the forces, I will give them one crore of rupees.

ARTICLE 5.

For the effects plundered from the English inhabitants of Calcutta, I agree to give fifty lakhs of rupees.

ARTICLE 6.

For the effects plundered from the Gentoos, Mussulmans, and other subjects of Calcutta, twenty lakhs of rupees shall be given.

ARTICLE 7.

For the effects plundered from the Armenian inhabitants of Calcutta, I will give the sum of seven lakhs of rupees. The distribution of the sums allotted the natives, English inhabitants, Gentoos, and Mussulmans, shall be left to the Admiral, and Colonel Clive (Sabut Jung Behauder), and the rest of the Council, to be disposed of by them to whom they think proper.

ARTICLE 8.

Within the ditch, which surrounds the borders of Calcutta, are tracts of land belonging to several Zemindars; besides this I will grant the English Company six hundred yards without the ditch.

ARTICLE 9.

All the land lying to the south of Calcutta, as far as Culpee, shall be under the Zemindarry of the English Company; and all the Officers of those parts shall be under their jurisdiction. The revenues to be paid by them (the Company) in the same manner with other Zemindars.

ARTICLE 10.

Whenever I demand the English assistance, I will be at the charge of the maintenance of them.

ARTICLE 11.

I will not erect any new fortifications below the Hooghly near the River Ganges.

ARTICLE 12.

As soon as I am established in the Government of the three Provinces the aforesaid sums shall be faithfully paid.

Dated the 15th Ramzan, in the 4th year of the Reign.

ADDITIONAL ARTICLE.

ARTICLE 13.

On condition that Meer Jaffier Khan Behauder shall solemnly ratify, confirm by oath, and execute all the above Articles, which the underwritten, on behalf of the Honorable East India Company, do, declaring on the Holy Gospels and before God, that we will assist Meer Jaffier Khan Behauder with all our force, to obtain the Soubahship of the Provinces of Bengal, Behar and Orissa, and further, that we will assist him to the utmost against all his enemies whatever, as soon as he calls upon us for that end; provided that he, on his coming to be Nabob, shall fulfil the aforesaid Articles.*

* This Article was not transmitted from India to the Company, but is to be found in the 18th page of the Appendix to the Dutch Memorial, and as there is no reason to doubt the authenticity of it, it is subjoined to the Treaty with the Nabob Meer Jaffier.

SUNNUDS AND PERWANNAHS GIVING EFFECT TO THE TREATY.

1. General Sunnud, under the Seal of Jaffier Ally Khan.

To all Governors, Muttaseddees, present and future, all Naibs, Fouzdars, Zemindars, Choudrahs, Canongoos, etc., Servants of the Government, in the Provinces of Bengal, Behar, and Orissa.

Know that, by the Royal Firmaund and Husbulhookums, the English Company are pardoned (maaff) exempt from all duties, therefore I write:

That whatever goods the Company's Gomastahs may bring or carry to, or from, their factories, the aurungs, or other places, by land or by water, with a dustuck from any of the Chiefs of their factories, you shall neither ask nor receive any sum, however trifling, for the same. Know, they have full power to buy and sell; you are by no means to oppose it. You are not to require from the Company's Gomastahs the Settee Manghans, or any other of the Zemindar's impositions. The Company's Gomastahs shall buy and sell the Company's goods, without the intervention of delolls, unless the Gomastahs are satisfied to employ them. You are to assist them on all occasions wherever they buy or sell. Whoever acts contrary to these orders the English have full power to punish them. If any of the Company's goods are stolen, you are to recover the very effects stolen or make good their amount. Any merchants or others on whom the Company have any lawful demands, you are to see that the same be paid to their Gomastahs. Take care that no one wrong or oppress the Company's Gomastahs. You are not to require or stop their boats, on pretence of the katbarra, or other duties on boats, whether they be the Company's own boats or boats hired by their Gomastahs. You are to give credit to the copies of all the Sunnuds to the Company, under the Kazzi's seal, without requiring the original. Any of the Company's debtors running from them, you are not to give them protection, or plead for them, but are to deliver them up to the Company's Gomastahs. The Fouzdarrykurch, etc., impositions of the Fouzdars, which are forbid by the King, you shall not demand of the English, their Gomastahs, or inhabitants. Whenever the English Company desire to settle a new factory, besides those they are already possessed of, in the Provinces of Bengal, Behar, and Orissa, you are to give them forty beegahs of the King's land. If any of the English ships are driven by bad weather, or wrecked in any of the ports, or other places, you are to assist them all in your power, and see that the goods are restored to the Company, and you are not to require the chouttarry, etc., which the King has forbid.

A mint is established in Calcutta; coin siccas and gold mohurs of equal weight and fineness with the siccas and gold mohurs of Moorshedabad, they shall pass in the King's treasury.

All that I have written must be done; do as I have written, nor ask a new Sunnud every year. The 27th of the moon Shevaul, and 4th of the King's reign, being the 15th of the month of July 1757.

2. PERWANNAH from JAFFIER ALLY KHAN for the MINT.

To the high and mighty, the bold and valiant Commanders, the greatest of Merchants, the English Company, on whom may the King's favor rest for ever.

A mint has been established in Calcutta; continue coining gold and silver into siccas and mohurs, of the same weight and standard with those of Moorshedabad; the impression to be *Calcutta*, they shall pass current in the Provinces of Bengal, Behar, and Orissa, and be received into the Cadjanna; there shall be no obstruction or difficulty for kussoor. Under the seal of Fidvir Aalum Geer, Badsha Gauze, Sujah-ul-Mulck, Hossam ô Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung. 11th Zeerlaida, 4th of the King's reign.

3. PERWANNAH for the Granted Lands.

Seal of the NAWAB JAFFIER ALLY KHAN.

1170.
Aalum Geer Emperor,
fighting for the Faith,
his Devoted
Meer Mahomed Jaffier Ally
Khan Behauder Sujah-ul-
Mulck Hossam ô Dowla,
Mahabut Jung,
Anno 4.

Ye Zemindars, Chowdrahs, Talookdars, Mucouddems, Recayahs, Morsawreans, Mootawettawahs of the Chuckla of Hooghly and others situated in Bengal, the Terrestrial Paradise: Know that the Zemindarry, Chowdrahy, and Talookdarry, of the countries in the subjoined list hath been given by treaty to the most illustrious and most magnificent the English Company, the glory and ornament of trade: the said Company will be careful to govern according to established custom and usage, without any gradual deviation, and watch for the prosperity of the people. Your duty is to give no cause of complaint to the Recayahs of the Company, who, on their part, are to govern with such kindness, that husbandry may receive a daily increase, that all disorders may be suppressed, drunkenness and other illicit practices prevented, and the Imperial tributes be sent in due time. Such part of the above said country as may be situated to the west of Calcutta, on the other side of the Ganges, does not appertain to the Company: Know then, ye Zemindars, etc., that ye are dependents of the Company, and that ye must submit to such treatment as they give you, whether good or bad, and this is my express injunction.

Twenty-four Mahals.

The Pergunnah of Mugra.	The Pergunnah of Azimabad.
Ditto Khasspoor.	Ditto Moodagotcha.
Ditto Mudenmull.	Ditto Putcha Kollu.
Ditto Ekktiarpoor.	Part of the Pergunnah of Shahpoor.
Ditto Burjutty.	Shah Nagur.
Part of the Pergunnah of Ghur.	Part of the Pergunnah of Mahomed Ameepoor.
The Pergunnah of Karee Jurree.	Mellung Mahal.
Ditto Deocan Saugeer.	The Pergunnah of Hattiagur.
Part of the Pergunnah of Calcutta.	Ditto Meida.
Ditto Paikan.	Part of the Pergunnah of Akbarpoor.
Ditto Munpoor.	Ditto B[illegible]lia.
Ditto Ameerabad.	Ditto Bussindarry.

Dated the * *5th of Rabbi-ul-Sauni, anno quarto.*

(*In the Nabob's own hand, serving by way of sign manual.*) It is written. Finis.

(*In Maharajah Doolubrum's own hand, as Naib.*) Seen.

(*In Rajah Raage Bullub's own hand, as Hussoor Nevis.*) The 5th of Rabbi-ul-Sauni, anno quarto, registered in the Imperial Register.

(*In Rajah Conghu Baharree's own hand, as Dewan of Bengal.*) The 5th of Rabbi-ul-Sauni, anno quarto, registered in the Dewannee Register.

4. Perwannah from Jaffier Ally Khan, for the Saltpetre of Behar.

On the 2nd of the month of Rajeb, of the 4th year of His Majesty's Reign, a copy was entered in the Dewan's books.

At this time, through the means of Colonel Clive, the Saltpetre lands of the whole Province of Behar have been granted to the English Company, from the beginning of the Bengal year 1165, in the room of Coja Mahomed Wazeed; you are therefore hereby directed to establish the authority of their Gomastahs, in all the Saltpetre lands of the aforesaid Province, to give strict orders to the Saltpetre picars not to sell an ounce of Saltpetre to any other person, and to receive from the Company the stipulated Nuzzurrana and money, for the aforesaid lands.

On the last day of the month of Jammada-ul-Sauni, of the 5th year of His Majesty's Reign, a copy was entered in His Excellency's books.

Approved.

* About the 20th December 1757.

5. Sunnud for the ZEMINDARRY of the HONORABLE EAST INDIA COMPANY'S Lands, given under the Seal of the NABOB ALLOW-Ô-DOWLA (commonly styled the NABOB MEERON) MEER MAHOMED SADDOCK KHAN BEHAUDER' ASSUD JUNG, DEWAN of the SOUBAH of BENGAL.

To the Muttaseddees, for affairs for the time being and to come, and Chowdrees and Canongoos, and Inhabitants, and Husbandmen of the Kissmut Pergunnah of Calcutta, etc., of the Circar Sautgaum, etc., belonging to the Paradise of Nations, the Soubah of Bengal. Be it known, that in consequence of the Ferd Sawal, signed by the glory of the nobility and administration, Sujah-ul-Mulck, Hossam-ô-Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, Nazim of the Soubah, and the Ferd Huckeekut, and Muchulca, signed conformably thereto, the forms of which are herein fully set forth: The office of the Zemindarry of the Pergunnahs above written, in consideration of the sum of twenty thousand one hundred and one Rupees (20,101) Pishcash, etc., to the Imperial Circar, according to the endorsement from the month Poos (anno 1164) in the year eleven hundred and sixty-four of the Bengal Æra, is conferred upon the noblest of Merchants, the English Company, to the end that they attend to the rites and customs thereof as is fitting, nor in the least circumstance neglect or withhold the vigilance and care due thereto: That they deliver into the treasury, at proper times, the due rents of the Circar; That they behave in such manner to the inhabitants and lower sort of people, that, by their good management, the said Pergunnah may flourish and increase; That they suffer no robbers nor house-breakers to remain within their districts, and take such care of the King's highways, that the travellers and passengers may pass and repass without the least molestation: That (which God forbid) if the effects of any person be plundered or stolen, they discover and produce the plunderers and thieves, together with the goods, and deliver the goods to the owners, and the criminals to condign punishment; or else, that they themselves be responsible for the said goods; That they take especial care that no one be guilty of any crimes or drunkenness within the limits of their Zemindarry; That after the expiration of the year they take a discharge, according to custom, and that they deliver the accounts of their Zemindarry, agreeable to the stated forms, every year, into the duftercana of the Circar; and that they refrain from demanding the articles forbidden by the Imperial Court (the Asylum of the World).

It is their (the Muttaseddees, etc.) duty to look upon the said Company as the established and lawful Zemindars of those places, and whatsoever appertains, or is annexed to that office, as their right: in this particular be they strictly punctual

Dated the first of Rubbi-ul-Sauni, in the fifth Sun of the Reign.

Let the endorsement be written.

PARTICULARS of the ENDORSEMENT.

In consequence of the Ferd Sawal, signed by the glory of the nobility and administration, Sujah-ul-Mulck, Hossam-ô-Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, Nazim of the Soubah, and the Ferd Huckeekut and Muchulca, signed conformably thereto, the forms of which are herein fully set forth: The office of the Zemindarry of the Kissmut Pergunnah of Calcutta, etc., of the Circar Sautgaum, belonging to the Paradise of Nations, the Soubah of Bengal, in consideration of the sum of twenty thousand one hundred and one rupees (20,101) Pishcash, etc., to the Imperial Circar, from the month Poos (anno 1164) in the year one thousand one hundred and sixty-four of the Bengal Æra, is conferred upon the noblest of Merchants, the English Company.

27 Mahals.

Deroobust	15 Mahals.
Kissmut	12 do.

The amount, according to the account signed by the Canongoos of the Soubah.

FORM of the SIGN MANUAL.

Be the Sunnud granted.

FORM of the FERD SAWAL.

The Zemindarry of the Kissmut Pergunnah of Calcutta, etc., of the Circar Sautgaum, etc., belonging to the Paradise of Nations, the Soubah of Bengal, having been conferred on the noblest of Merchants. the English Company, the aforesaid Company represent that the inhabitants will not be satisfied without the grant of a Sunnud, wherefore they desire that the Sunnud may be graciously allowed them, for which they agree to pay the sum of twenty thousand one hundred and one rupees (20,101) Pishcash, etc., to the Imperial Circar. In this particular what are your commands?

27 Mahals.

Deroobust	15 Mahals.
Kissmut	12 do.
The amount, according to the account signed by the Canongoos of the Soubah	Rs. 2,22,958 10 12 3

N.B.—This is written by the Royroyan. Kissmut Pergunnah of Calcutta, etc., of the Circar Sautgaum, in the districts of the Chuckla of Hooghly.

26 Mahals.

Deroobust	15 Mahals.
Kissmuttea	11 do.

Pishcash of the Imperial Circar, etc., 20,101 rupees.

Vizier's Fees, 3,000 rupees. Nuzzurrana Soubahdarry, 5,000 rupees. Pishcash of the Imperial Circar, 12,101 rupees.

On the 15th of Rubbi-ul-Sauni, 5th Sun, a copy was entered in the Dewannee Book.

D.

					Rs.			
Amount					2,20,166	14	10	1
Kissmut Pergunnah of Calcutta, Circar Sautgaum. Division 16 Annas.								
Mahal Kissmuttea. Amount					28,482	0	13	
	Rs.							
Belonging to the Company . .	28,361	8	10	1				
Ditto Ramount . .	120	13	2	3				
Kissmut Pergunnah of Mugra, Circar Sautgaum. Division 16 Annas.								
Mahal Kissmuttea. Amount					24,504	13	16	1
Pergunnah of Khasspoor, Circar Sautgaum. Division 16 Annas.								
Mahal Deroobusst. Amount					3,337	3	2	
Pergunnah of Mudenmull, Circar Sautgaum. Division 16 Annas.								
Mahal Deroobust. Amount					22,199	5	5	
Pergunnah of Berryhattee, Circar Sautgaum. Division 16 Annas.								
Mahal Deroobut. Amount					6,149	4	13	3
Pergunnah of Ekktiarpoor, Circar Sautgaum. Division 16 Annas.								
Mahal Deroobust. Amount					7,923	1	8	
Pergunnah of Deccan Saugur, Circar Sautgaum. Division 16 Annas.								
Mahal Deroobust. Amount					60	7	12	2
Pergunnah of Shahnagar, Circar Sautgaum. Division 16 Annas.								
Mahal Deroobust. Amount					283	7	14	
Pergunnah of Azimabad, Circar Sautgaum. Division 16 Annas.								
Mahal Deroobust. Amount					10,000			
Pergunnah of Ghur, Circar Saleemabad. Division 16 Annas.								
Mahal Deroobust. Amount					7,420	9	15	
Pergunnah of Moodagotcha, Circar Saleemabad. Division 16 Annas.								
Mahal Deroobust. Amount					31,793	10		
Pergunnah of Peetcha Kollie, Circar Saleemabad. Division 16 Annas.								
Mahal Deroobust. Amount					3,129	4	15	
Pergunnah of Karee Jurree, Circar Saleemabad. Division 16 Annas.								
Mahal Deroobust. Amount					562	8		

On the 12th day of Rubbi-ul-Sanni, a copy was entered in the Books of the Government (G. Huzoor, or the Presence.) H.

		Rs.
Kissmut Pergunnah of Manpoor, Circar Saleemabad. Division 16 Annas.		
Mahal Kissmuttea. Amount		8,947 10 1 1
Belonging to the Company	8,856 3 1	
Ditto Ramount	91 9 18	
Kissmut Pergunnah of Paikan, Circar Saleemabad. Division 12 Annas.		
Mahal Kissmuttea. Amount		6,787 10 1 3
Kissmut Pergunnah of Ameerabad, Circar Saleemabad. Adjacent to Chitpoor. Division 3 Annas.		
Mahal Kissmuttea. Amount		3,650 10 9
Kissmut Pergunnah of Havelushehr, Circar Saleemabad. The village of Seenderpoor. No Division.		
Mahal Kissmuttea. Amount		323 11 8
Kissmut Pergunnah of Mahomed Ameerpoor, Circar Saleemabad. The village. No Division.		
Mahal Kissmuttea. Amount		184 5 10
Kissmut Pergunnah of Mob, Salt, and Wax, Circar Saleemabad. No Division.		
Mahal Kissmuttea. Amount		16,709 13 1
Pergunnah of Hattiagur, Circar Saleemabad. Division 16 Annas.		
Mahal Deroobust. Amount		22,119 7 19 3
Pergunnah of Meida, Circar Saleemabad. Division 16 Annas.		
Mahal Deroobust. Amount		4,199 14 10
Pergunnah of Akbarpoor, Circar Saleemabad. Division 16 Annas.		
Mahal Deroobust. Amount		2,228 15 15
Pergunnah of Shahpoor, Circar Saleemabad. Division 16 Annas.		
Mahal Deroobust. Amount		3,470 12 2 2
Kissmut Pergunnah of Aboab Fouzdarry, etc. Circar Saleemabad. No Division.		
2 Mahals Kissmuttea. Amount		1,204 12 18 2
Kissmut Pergunnah Aboab Fouzdarry and Pishcash Congo. 2 Mahals. Amount		1,174 11 16 3
Bherjy (transferred)		30 1 1 3

Sairs, Hattiagur, and Meida, and Meidonmul, and Moodagotcha, belonging to Coot Ekktiapoor.

Division 3 Annas 11 Gundas.	
Mahal Kissmuttea. Amount	4,501 0 0

Kissmut Pergunnah of Bellia Busseindarry, Circar Saleemabad, named Sahebnugur, in the districts of the Chuckla of Burdwan, containing the Mouza Bhilla. and all the lands lying on the east side of the River Ganges.

Division 10 Annas.	
Mahal Kissmuttea. Amount .	2,791 11 12

Form of the Sign Manual.

After the receipt of the Muchulca and Zaminee, according to custom.

Be the Sunnud granted.

Form of the Ferd Huckeekut.

In consequence of the Ferd Sawal, signed by the glory of the nobility and administration, Sujah-ul-Mulck, Hossam-ô-Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, Nazim of the Soubah, the form of which is herein fully set forth, the office of the Zemindarry of the Kissmut Pergunnah of Calcutta, etc., of the Sircar Sautgaum, etc., belonging to the Paradise of Nations, the Soubah of Bengal, in consideration of the sum of twenty thousand one hundred and one rupees (20,101) Pishcash, etc., to the Imperial Circar, is conferred on the noblest of Merchants, the English Company, who have delivered a Muchulca and Zaminee, into the books, and petition for the Sunnud. In this particular what are you pleased to decree?

Form of the Ferd Sawal and particulars of Mahals have been written above.

Pishcash of the Imperial Circar, etc. 20,101 rupees.

	Rs.
Piscash of the Circar	12,101
Nuzzurrana Soubahdary	5,000
Vizier's fees	3,000

27 Mahals.

Doroobust	15 Mahals.
Kissmuttea	12 do.

Amount, according to the account signed by the Canongoo of the Soubah.
Rs. 2,22,958 10 2 3

Form of the Sign Manual.

It has been viewed.

Form of the Muchulca, dated the

We, the English Company, do declare, that whereas the office of the Zemindarry of the Kissmut Pergunnah of Calcutta, etc., of the Sircar Sautgaum, etc., belonging to the Paradise of Nations, the Soubah of Bengal, in consideration of the sum of twenty thousand one hundred and one rupees (20,101) Pishcash, etc., to the Imperial Circar, from the month Poos (anno 1164) in the year eleven hundred and sixty-four of the Bengal Æra, has been conferred on us, to the end that we attend to the rites and customs thereof, as is fitting, nor in the least circumstance neglect or withhold the vigilance and care due thereto. That we deliver into the treasury in the proper times the due rents of the Circar. That we behave in such manner to the inhabitants and lower sort of people, that by our good management the said Pergunnahs may flourish and increase. That we suffer no robbers nor house-breakers to remain within our districts and take such care of the King's highways that the travellers and passengers may pass and repass without fear or molestation. That (which God forbid) if the effects of any person be plundered or stolen we discover and produce the robbers or thieves, together

with the goods, and deliver the goods to the owners, and the criminals to condign punishment, or else that we ourselves be responsible for the said goods. That we take especial care that no one be guilty of any crime or drunkenness within the limits of our Zemindarry. That after the expiration of the year, we take a discharge according to custom, and that we deliver the accounts of our Zemindarry agreeable to the stated forms every year into the duftercana of the Circar, and that we refrain from demanding the articles forbidden by the Imperial Court (the Asylum of the World). For this reason we have given this writing as a muchulca and agreement, that upon any occasion recourse may be had thereto

		27 Mahals.
Particulars of the Mahals have been written in the endorsement.	Deroobust	15 Mahals.
	Kissmuttea	12 do.
	Amount 2,22,958	10 2 3

FORM of the SIGN MANUAL.

It is accepted.

FORM OF THE TOMSOOK HAZIR ZAMINEE, dated the

I, * * * * do declare, that whereas the office of the Zemindarry of the Kissmut Pergunnah of Calcutta, etc., of Circar Sautgaum, etc., belonging to the Paradise of Nations, the Soubah of Bengal, has been conferred on the noblest of Merchants, the English Company; I, being appointed the personal security for the said Company with the Circar, do agree, and give this writing, that the aforesaid Company shall be present and execute the functions of the Zemindarry: If they shall absent themselves, I will make them appear; but if at any time I am not able to make them appear, I will be responsible for their compacts. For this reason I have given this writing as a Tomsook Hazir Zaminee, that upon any occasion recourse may be had thereto.

FORM of the SIGN MANUAL.

Signed.

FORM of the AGREEMENT for the PISHCASH, etc., to the IMPERIAL CIRCAR.

Account of the agreement for the Pishcash, etc., made for obtaining the grant of the Sunnud for the Zemindarry of the Kissmut Pergunnah of Calcutta, etc., of the Circar Sautgaum, etc., in the name of us, the English Company, for the year 1165 of the Bengal Æra.

		Rs.
Pishcash . . .		20,101
	Rs.	
Pishcash of the Imperial Circar	12,101	
Nuzzurrana Soubahdarry	5,000	
Vizier's Fees	3,000	
		Rs. 2,22,958 10 2 3

6. **Sunnud** for the Free Tenure of the Town of Calcutta, etc., to the **Honorable East India Company**, given under the Seal of the **Nabob Allow-ô-Dowla Meer Mahomed Saddock Khan Behauder, Assud Jung, Dewan** of the **Soubah** of **Bengal**.

To the Muttaseddees for affairs for the time being and to come, and Zemindars, and Choudrahs and Talookdars, and Canongoos of the Mouza of Govindpoor, etc., in the districts of the Pergunnah of Calcutta, belonging to the Paradise of Nations, the Soubah of Bengal. Be it known, that in consequence of the Ferd Sawal, signed by the glory of the nobility and administration, Sujah-ul-Mulck, Hossam-ô-Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung Nazim of the Soubah, and the Ferd Huckeekut, and Muchulca, signed conformably thereto, the forms of which are herein fully set forth; the rents of the aforesaid Mouzas, etc., which adjoin to the factory of the most noble of Merchants, the English Company, amounting to eight thousand eight hundred and thirty-six rupees and something more, from the 1st * of Rabbi-ul-Sauni, 5th Sun, according to the endorsement are forgiven; to the end that they provide for the defence of their factory, and the safeguard of the seaports herewith. It is their (the Muttaseddees, etc.) duty to desist from all claims for the rents, not in any way, nor by any means, oppress or disturb them. In this particular be they punctual.

Dated as above.

† Let the endorsement be written.

Particulars of the **Endorsement**.

In consequence of the Ferd Sawal, signed by the glory of the nobility and administration, Sujah-ul-Mulk, Hossam-ô-Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, Nazim of the Soubah, and the Ferd Huckeekut and Muchulca, signed conformably thereto, the forms of which are herein fully set forth; the rents of the Mouza of Govindpoor, etc., in the districts of the Pergunnah of Calcutta, etc., belonging to the Paradise of Nations the Soubah of Bengal, and dependent on the Khalsa Shereefa, and the jaghire of the Circar which adjoin to the factory of the noblest of Merchants, the English Company, amounting to eight thousand eight hundred and thirty-six rupees and something more, from the ‡ latter season of Oodacl in the year eleven hundred and sixty-four (1164) of the Bengal Æra, are forgiven the noblest of Merchants aforesaid.

Mouzas and Mahals 22½.

Mouzas 20½. Mahals (2 Markets) 2.

The amount according to the Ferd signed by the Canongoos of the Soubah.

* About the beginning of December 1758.

† This is written by the Royroyan.

‡ In the original Fesset Kruf.

FORM of the SIGN MANUAL.

Be the Sunnud granted.

FORM of the FERD SAWAL.

The noblest of Merchants, the English Company, represent that the factory, for carrying on their trade in the Pergunnah of Calcutta, lying near the sea and being liable to continual alarms and interruptions from the enemy for their defence they have made a tank of water round their factory, and left an esplanade on all sides at the distance of a cannon shot; and that the Mouza of Govindpoor, etc., in the districts of the Pergunnah of Calcutta, etc., of the Circar Sautgaum belonging to the Paradise of Nations, the Soubah of Bengal, dependent on the Khalsa Shereefa and jaghire of the Circar, adjoin thereto; they request that a Sunnud, exempting them from the payment of the rents thereof, be granted them. In this particular what are your commands?

Mouzas 20½. Mahals (2 Markets) 2.

	Rs.			
Amounting, according to the account signed by the Canongoos of the Soubah, to	8,836	4	3	2

Mouza of Govindpoor, etc., belonging to the Pergunnah of Calcutta Mouza with Kissmutteas 12.

	Rs.				
In all 6½ Mouzas. Amount . .	2,542	14	2	3	
Kerria Kissmut of Govindpoor.					
Mouza of 8 annas. Amount	338	11	16	2	Jaghire
Kerria Kissmut of Mirzapoor.					
Mouza of 8 annas. Amount	131	10	17	3	
Kerria Kissmut of Gunnispoor, in the bounds of Molunga, of the Khalsa.					
Mouza of 8 annas. Amount	171	13	19	2	
Kerria Kissmut of Chowrungee of the Jaghire.					
Mouza of 8 annas. Amount	44	8	2	2	
Kerria Kissmut of Bhulland.					
Mouza of 8 annas. Amount	237	11	12	2	
Kerria Kissmut of Jella Colunda.					
Mouza of 8 annas. Amount	266	2	13		
Kerria Kissmut of Dihlah Danghee of the Jaghire.					
Mouza of 12 annas. Amount	582	15	6	3	
Kerria Kissmut of Anhattee of the Jaghire.					
Mouza of 6 annas. Amount	184	13	18	1	
Kerria Suldush of the Jaghire.					
One Mouza. Amount	355	13	11		
Kerria Kissmut of Bharee Birjhee.					
Mouza of 6 annas. Amount	63	4	2		
Kerria Kispoorperra of the Jaghire.					
One Mouza. Amount	191	0	5		
Kerria Kissmut of Bharee Serampoor of the Jaghire.					
Mouza of 4 annas. Amount . . .	24	5	17	1	

Kissmut Mouza of Dhellunt, etc., belonging to the Pergunnah of Paikan.

	Rs.				Rs.		
Twelve Mouzas, including Kissmutteas, in all 6½ Mouzas of the Khalsa. Amount					1,894	4	2
Kerria Kissmut of Dhellunt.							
Mouza of 8 annas. Amount	253	10	12	1			
Kerria Kissmut of Soota Lootee.							
Mouza of 6 annas. Amount	113	7	1	1			
Kerria Kissmut of Govindpoor.							
Mouza of 8 annas. Amount	161	3	13				
Kerria Kissmut of Chowrungee.							
Mouza of 8 annas. Amount	97	7	0				
Kerria Kissmut of Mirzapoor.							
Mouza of 8 annas. Amount	150	8	8	1			
Kerria Rooul Koorea.							
One Mouza. Amount	178	12	1				
Kerria Kissmut of Deccan Paikparra.							
Mouza of 2 annas. Amount	15	9	15				
Kerria Kissmut of Dheia Dangee.							
Mouza of 4 annas. Amount	156	13	6				
Kerria Kissmut of Anhattee.							
Mouza of 10 annas. Amount	218	10	12				
Kerria Kissmut of Jella Colunda.							
Mouza of 8 annas. Amount	147	2	16	1			
Kerria Kissmut of Bharee Birjhee.							
Mouza of 10 annas. Amount	227	2	2				
Kerria Kissmut of Bharee Serampoor.							
Mouza of 12 annas. Amount	123	12	7				
Mouza of Shimla, etc., belonging to the Pergunna of Manpoor.							
Three Mouzas entire of the Khalsa. Amount					331	15	11
Kerria Shimla. One Mouza. Amount . .	121	15	3	2			
Kerria Maukhund. One Mouza. Amount . .	180	4	13	2			
Kerria Awdinghu. One Mouza. Amount . .	29	11	14				
Mouza of the Town of Calcutta, etc., belonging to the Pergunnah of Ameerabad							
Six and half Mouzas and Mahals. Amount					4,008	10	11
Kerria of the Town * of Calcutta.							
One Mouza. Amount	1,376	13	7	2			
Kerria Kissmut of Soota Lootee.							
Mouza of 10 annas. Amount	1,392	9	14	2			
Kerria Kissmut of Deccan Paikparra.							
Mouza of 14 annas of the Jaghire. Amount .	479	2	2				
Kerria of Birjhee.							
One Mouza of the Jaghire. Amount . . .	114	7	2	2			
Kerria of Serampoor.							
One Mouza of the Jaghire. Amount . . .	50	13	15	2			
Market of Soota Lootee.							
One Mahal of the Khalsa. Amount . . .	272	2	2				
Market of Govindpoor.							
One Mahal of the Khalsa. Amount . . .	322	12	5	2			
Kerria Kissmut of Aboab Fousdarry of the Town of Calcutta, etc. Amount	8	3	18	1			

* In the original it is Dhee Calcutta.

FORM of the SIGN MANUAL.

The Muchulca being taken according to the form.

Be the Sunnud granted.

Mem.—Here follows the Ferd Huckeekut, and also the Muchulca of the Company, which are in the same form as those in the Sunnud foregoing for the Company's Zemindary.

No. IV.

1759.

Au nom de la Trinité très Sainte.

A tous ceux que ces présentes concernent, ou en quelque manière peuvent intéresser, soit notoire.

Le très noble & très Respectable Président & Conseil du fort William & le très Noble & très respectable Directeur & Conseil du fort Gustavus, dans ces pais ici, témoignants un désir ardent, d'assoupir les troubles qui agitent Bengale d'obvenir aux calamités si souvent éprouvées, de faire cesser, ôter & terminer tous les obstacles & différens survenûs, & de restaurer dans leurs établissemens une tranquilité parfaite ont pour cette fin nominés, muni de pleins pouvoirs & deputés au lieu destiné aux conférences à Garrethy, les honorables Messieurs: savoir.

Le très Noble & très Respectable Président & Conseil du fort William; Messieurs Richard Becher & John Cooke: Conseillers du gouvernement.

Le très Noble & très Respectable Directeur et Conseil du fort Gustavus; Messieurs Jean Bacheracht & Jean Charles Kist: Membres du Conseil Politique & de la Justice.

Lesquels, après s'avoir mutuellement assurés de leurs pleins pouvoirs expediés en bonne forme, & conféré des différens objets que leur Principaux ici ont jugés necessaires pour être insérés dans ce present Instrument d'un general accommodement, finalement sont convenûs, après une délibération mure, d'une pacification, dont est issue heureusement une cessation entière de toutes les hostilités tant par mer que par terre, selon les articles dont le contenû ici suive.

DEMANDES. *de la part des Anglois.*	REPONSE. *de la part des Hollandois.*
ART. 1er.	
Messieurs le Directeur & Conseil de Chinsura donneront satisfaction suffi-	Messieurs les Directeur et Conseil du Chinsura témoignent que comme ils

ante à Messieurs le Président & Conseil du Fort William de l'insulte offerte au Pavillon Brittannique, par les Commandans des Vaisseaux Hollandois, et pour la detention de plusieurs de nos Vaisseaux, qui ont été saisis et arrêtés au bas de la Rivière contre les traités et l'alliance qui subsiste entre les deux Nations, et pour les autres actes d'hostilité commis par les dits Vaisseaux.

ont toujours eu des sentimens pacifiques, les troubles qui sont entrevenus & ont altéré la bonne intelligence entre les deux Nations, ne peuvent pas produire comme ils n'ont pas produit qu'une douleur sensible, & tout ce qui s'est passé en bas par rapport au Pavillon Anglois et aux insultes qui sont commis, est sans leur ordre et à regret peut-être par des gens d'Equipage au premier abord dans un mal entendement des ordres, avec quelle démonstration ils espèrent que Messieurs le Gouverneur & Conseil seront sufisment satisfaits.

ART. 2d.

Messieurs le Directeur & Conseil de Chintsura dédommageront, et la Compagnie, & les particuliers de tous dommages causés par les Commandans de leurs Vaisseaux, soit par leur ordre, ou non, et rendront immédiatement tous nos Vaisseaux, munitions, et effets qui peuvent encore rester dans leurs mains.

Comme les Vaisseaux Hollandois ont reçu aussi une grande perte & dommage, il paroit dur d'insister sur le dédommagement; mais ce qui est en effet sera rendu volontairement: On prie Messieurs le Gouverneur & Conseil de réfléchir sur cet Article équitablement, et en cas qu'on ne désistera, nous ferons en sorte de les satisfaire.

Arrêté à Garhetty Le 1er Decembre 1759.

RICHD. BECHER. M. JOHS. BACHERACHT.

JOHN COOKE. J. C. KIST.

DEMANDES.

de la part des Hollandois.

ARTICLE 1e.

Que Messieurs les Anglois étant dans les termes d'un accommodement effectuent que leur allié le Nawab s'en retourne ou au moins qu'il se tienne tranquille dans son camp, sans nous faire aucun tort; et que les articles de nôtre

REPONSE.

de la part des Anglois.

ARTICLE 1e.

Nous nous sommes déjà servi de tout notre crédit auprès du Nazim, et nous continuerons de même pour l'engager à faire rétirer son armée, le moment que les Messieurs du Gouvernement Hollandois ont rempli ses

accommodement soient acceptés approuvés & confirmés par le Nawab, comme principal, autant qu'ils le concernent, tant pour le présent que pour l'avenir.

ordres. Les articles convenus entre les Anglois et les Hollandois ne peuvent point être entremêlés dans le Traité que le Gouvernement de Hougly doit conclure avec le Nazim comme principal.

2d.

Un mutuel oubli de tout ce qui s'est passé pendant les troubles, qui ont cessé à présent, de plus une assurance parfaite d'amitié, fidélité & correspondance, qui soient entretenus entre les deux nations par les chefs Respectables de chacune sans tolérer aucune hostilité de part, ni d'autre sous quelque prétexte que ce soit, que chacun fera de son mieux pour entretenir cette Intelligence, & de contribuer en tout ce qui pourroit augmenter le Bonheur de toutes les deux : sans donner directement ou indirectement du secours à ceux qui voudroient nuire l'une ou l'autre.

2d.

Approuvé, autant qu'il ne contrevient point à l'alliance que nous avons avec le Nazim du païs. Pendant que l'amitié subsiste entre nos deux souverains en Europe.

3e.

Comme on n'a agi ni par déclaration de guerre, ni par commission, nos troupes & gens de mer, ne peuvent être considérés comme prisonniers de guerre qui soient sujets à une capitulation, mais simplement comme des arrêtés temporels ; de sorte qu'ils doivent être libres, et sortir avec tous les honneurs militaires.

3e.

Nous ne regardons point les officiers et trouppes Hollandoises comme nos prisonniers ; mais comme ceux du Nazim : Nous sommes donc prêts à les relacher dès que le gouvernement de Hougly ont fini leur négotiation avec le Nazim, à l'exception de ceux qui veulent entrer dans nôtre service, ou qui demandent la protection du pavillon anglois.

4e.

Qu'on nous laisse dans une possession libre, tranquille & pas diminuée, de nos établissements commerce, droits & prérogatives.

4e.

Nous n'avons jamais interrompu Messieurs les Hollandois dans leurs justes droits ou privilèges, et ne sommes point dans l'intention de le faire.

5e.

Que toutes les personnes, possessions, établissements, terres, maisons, vaisseaux, bâtimens, tant de la Compagnie, qu'aux particuliers, & tout ce qui en depend, soient declarés libres & rendus en présence des Députés exprés, des deux partis, dans l'état qu'ils étoient.

5e.

Tous les vaisseaux, barques, &c., dans notre possession seront restitués dès que nos demandes seront accordés, ou une assurance qu'ils seront de la part de Messieurs le Directeur & Conseil de Hougly.

6e.

Les Ratifications seront échangées sous l'approbation de Messieurs les Directeurs des Compagnies le plus tôt qu'il sera possible.

6e.

Accordé.

7e.

Finalement les deux parties seront guarandeurs rèciproquement de l'Exécution des Articles précédens.

7e.

Nous ne voions point la necessité de cet article.

Arrêtè ce présent à Garhetty le 1er Décembre 1759.

M. JOHS. BACHERACHT.

J. C. KIST.

Arrêtè ce présent à Garhetty le 3me Décembre 1759.

RICHD. BECHER.

JOHN COOKE.

REVERS.

Convenu, & arrété que la Langue françoise, dont on s'est servi dans quelques exemplaires de ce présent traité d'accommodement, & dont on sera obligé de se servir à l'avenir dans son exécution, ne fournira aucun exemple qui pourroit être allégué au préjudice des Maitres et Principaux respectifs des deux parties Contractantes, mais qu'on se réglera dans la suite selon ce qu'on trouvera à l'égard des Principaux des deux partis qui sont dans le droit, coutume & possession d'expédier & recevoir pareils Traités & actes dans une autre Langue que le françois déjà observé, ou ce qui doit être observé.

Le présent Traité & les accessions qui y peuvent intervenir, retiennent la même vertu, & propriété, que si la même coutume y avoit été observée; & les articles separés qu'on y voudroit entremettre conserveront pareillement la même efficace que s'ils étoient inserés dans le traité.

En foi de quoi nous soussignés Députés du très Noble, & très respectable Président & Conseil du fort William, & du très Noble & très respectable Directeur & Conseil du fort Gustavus, Membres de leurs Assemblées respectives, avons signé ce présent revers, & y fait apposer les Cachets de nos armes.

Ainsi fait au Lieu de nos Conférences à Garhetty le 3 Décembre 1759.

M. Johs. Bacheracht.	Richd. Becher.
J. C. Kist.	John Cooke.

RATIFICATION.

Nous soussignés acceptons par ces présentes, les articles précédents d'un mutuel & réciproque accommodement, negociés & arrêtés pour la pacification générale entre les Etablissemens et sujets de nos Maitres & Principaux respectifs, par nos Deputés Extraordinaires, savoir d'une part, les Sieurs Richard Becher et John Cooke, Conseillers du fort William : & de l'autre Les Sieurs Jean Bacheracht & Jean Charles Kist, Membre du Conseil politique et de Justice du fort Gustavus ici, et les approuvons confirmons & ratifions au nom & sous approbation de nos susdits Maitres & Principaux en Europe, promettant de faire incessamment et fidèlement exécuter la Restitution mutuelle stipulée dans les prédits Articles ; pour assoupir toutes les mesintelligences & démêlés survenus jusqu'ici ; d'ailleurs & outre cela de faire passer le contenû de cette présente Convention autant qu'il sera necessaire par une publication solemnelle à la connoissance de tous ceux qui dépendent de nous, afin qu'elle soit dans tous ses points essentiels religieusement observée, en évitant tout ce qui pourra dans la Suite altérer, ou troubler l'amitié & le Voisinage paisible qui subsiste à présent heureusement entre nos Etablissemens respectifs rétablie.

En foi de quoi nous avons signé et munis ces présentes avec les Sceaux de nos deux Nobles Compagnies des Indes Orientales établies ici.

Donné à *Hougly, le 6e Décembre 1759.*	Donné à *Calcutta, le 8e Décembre 1759.*
An. Bisdome.	Robert Clive.
P. Vernet.	C. Manningham.
R. B. Armenault.	W. F. Frankland.
M. Tsinck.	J. Z. Holwell.
J. L. V. Schevichaven.	W. Mackett.
Sn. Dehoog.	Thos. Boddam.
P. W. Falck.	Wm. B. Sumner.
	W. McGuire.

TRANSLATION.

In the name of the Most Holy Trinity.

To all whom these Presents concern, or may in any way interest, be it known.

The most noble and most respectable President and Council of Fort William, and the most noble and respectable Director and Council of Fort Gustavus in these territories, animated by an ardent desire to remove all the troubles, obstacles, and differences which have been experienced in Bengal, and to re-establish complete tranquillity in their respective settlements, have, with this view, nominated, vested with full powers, and deputed the following gentlemen to Garethy, the place appointed for the conferences :—

On the part of the most noble and most respectable President and Council of Fort William, Messrs. Richard Becher and John Cooke, Counsellors of the Government.

On the part of the most noble and most respectable Director and Council of Fort Gustavus, Messrs. John Bacheracht and John Charles Kist, Members of the Political Council and of the Department of Justice, who discussed the different matters of which the insertion in the present treaty of settlement was considered necessary by their Principals here; and after mature deliberation, a pacification was agreed upon, the result of which has been an entire cessation of hostilities both by sea and land, according to the terms of the following Articles :—

Demands on the part of the English.

Article 1.

The Director and Council of Chinsura shall afford due satisfaction to the President and Council of Fort William for the insult offered to the British flag by the Commanders of Dutch vessels, and for the detention of several of our ships, which have been seized and stopped down the river, contrary to Treaties and the alliance subsisting between the two nations, as well as for other acts of hostility committed by the said vessels.

Replies on the part of the Dutch.

Article 1.

The Director and Council of Chinsura state, that as they have always entertained pacific sentiments, the troubles which have arisen and affected the good understanding between the two nations cannot but be a source of great pain, and that what has passed respecting the British flag and the insults offered, has taken place without their orders and to their regret.

Those acts may probably have been committed by the people composing the crew under a misconception of orders. With this explanation it is hoped that the Governor and Council will be satisfied.

ARTICLE 2.

The Director and Council of Chinsura shall indemnify both the Company and individuals for all losses caused by the Commanders of their vessels, whether by their orders or not, and shall immediately give up all our ships, munitions, and effects which may still be in their hands.

ARTICLE 2.

As Dutch vessels have also suffered great loss and injury, it seems hard to insist upon indemnification, but what there is in effects shall willingly be restored.

The Governor and Council are requested to consider this Article in a spirit of equity. In the event of their not desisting, we shall endeavour to satisfy them.

Executed at Garethy, the 1st December 1759.

RICHARD BECHER.

JOHN COOKE.

JOHN BACHERACHT.

J. C. KIST.

Demands on the part of the Dutch.

ARTICLE 1.

That the English shall cause their ally, the Nawab, to return, or at least to remain quiet in his camp, without doing us any injury, and that the Articles of our settlement shall be approved, accepted and confirmed by the Nawab as a principal, in as far as they concern him as well for the present as for the future

ARTICLE 2.

There shall be a mutual oblivion of all that passed during the prevalence of troubles which have now ceased, as well as a perfect assurance of friendship, fidelity, and communication between the two nations through the respectable Chiefs of

Replies on the part of the English.

ARTICLE 1.

We have already used all our influence with the Nazim, and will continue doing so with a view to induce him to withdraw his army, as soon as the gentlemen of the Dutch Government have fulfilled his orders.

The Articles agreed upon between the English and the Dutch cannot be intermixed in the Treaty which the Government of Hooghly is to conclude with the Nazim as principal.

ARTICLE 2.

Approved, so far as this Article does not contravene our alliance with the Nazim of the country, and shall be observed while friendship shall subsist between our respective Sovereigns in Europe.

each, without the toleration of any hostility on either side, under any pretext whatsoever. Each shall do his best to maintain this good understanding and to augment the welfare of both, without directly or indirectly aiding those who may desire to hurt either nation.

ARTICLE 3.

As the acts done have not resulted from a declaration of War, our troops and seamen cannot be considered as prisoners of war, subject to a capitulation, but simply as persons under temporary detention they should, therefore, be released and allowed to depart with military honours.

ARTICLE 3.

We do not regard the Dutch Officers and troops as our prisoners, but as those of the Nazim. We shall, therefore, be prepared to release them as soon as the Government of Hooghly shall have brought its negociations with the Nazim to a close, with the exception of such of them as may wish to enter our service, or may apply for the protection of the British flag.

ARTICLE 4.

That we shall be left in free, quiet, and undiminished possession of our establishments, commerce, rights, and prerogatives.

ARTICLE 4.

We have never interrupted the Dutch gentlemen in the enjoyment of their just rights or privileges, and have no intention to do so.

ARTICLE 5.

That all persons, possessions, establishments, lands, houses, vessels, belonging as well to the Company as to individuals, and all dependent thereon, shall be declared free, and restored in the state in which they were, in presence of the special deputies of the two parties.

ARTICLE 5.

All the vessels, barks, etc., in our possession, shall be restored as soon as our demands shall have been complied with or an assurance given that they shall be, on the part of the Director and Council of Hooghly

ARTICLE 6.

The ratifications shall be exchanged with approbation of the Directors on the part of the respective Companies as soon as practicable.

ARTICLE 6.

Agreed.

ARTICLE 7.	ARTICLE 7.
Finally, the two parties shall be reciprocally guaranteed in respect to the execution of the foregoing Articles.	We do not see the necessity of this Article.
Executed at Garethy the 1st of December 1759.	*Executed at Garethy, the 3rd of December 1759.*
JOHN BACHERACHT.	RICHARD BECHER.
J. C. KIST.	JOHN COOKE.

Agreed and resolved, that the French language, which has been used in some copies of the present Treaty, and which it shall become necessary to use hereafter in its execution, shall furnish no ground for any allegation to the prejudice of the respective masters and principals of the two contracting parties, but that matter shall be regulated according to the practice of the principals who are in the habit of despatching and receiving similar treaties and acts in other than the French language.

Any separate Articles which may be appended shall have the same force as if they had been inserted in the Treaty.

RATIFICATION.

We the undersigned, accept, by these presents, the foregoing Articles of a mutual settlement negotiated and adopted for the general pacification of the establishments of our respective masters and principals through our Deputies, namely, on the one part, Messrs. Richard Becher and John Cooke, Counsellors at Fort William, and on the other, Messrs. John Bacheracht and John Charles Kist, Members of the Political Council and of the Department of Justice at Fort Gustavus here; and we approve, confirm, and ratify the same, in the name, and subject to the approbation of, our respective masters and principals in Europe, promising to cause immediately and faithfully the mutual restitution stipulated in the aforesaid Articles, with a view to the removal of the misunderstandings and disorders which have hitherto prevailed, and, moreover, to bring the contents of this convention as far as may be necessary, by means of a formal publication, to the knowledge of all those who are dependent on us, in order that the same may, in all essential points, be religiously observed, so as to avoid in future whatever may tend to disturb the friendship and good understanding now happily subsisting between our respective establishments.

In witness whereof, we have signed and affixed to these presents the Seals of the two East India Companies, respectively.

Given at Hooghly, the 4th December 1759.	*Given at Calcutta, the 8th December 1759.*
A. Bisdome.	Robt. Clive.
E. L. Vernet.	C. Manningham.
M. Tsinck.	W. F. Frankland.
J. L. V. Schevichaven.	J. Z. Holwell.
S. Dehoog.	W. Mackett.
P. W. Falck.	Thomas Boddam.
	W. B. Sumner.
	W. McGuire.

No. V.

Guaranteed Agreement between the Dutch and the Nabob, 23rd August 1760.

Articles agreed on by the undermentioned Deputies appointed by the Director and Council for the Dutch East India Company in Bengal, to be performed on the part of the said Company, and conditions granted them in consequence by the Nabob Jaffer Ally Cawn, Sujah-ul-Meulk Behadre, Mahaubut Jung, the performance of which said Articles and conditions are at the request of both the contracting parties guaranteed to them respectively by the undersigned President and Council of Fort William.

Artikelen, goedgekeu'rd by d'Ondergeteekende Gedeputeerde aangesteld van den Directeúr en Raad der Nederlandsche Oost Indische Comp: in Bengalen, om van wegens vooras; comp: te worden nagekomen: als mede voorwaardens Een ingevolge van dien toegestaan door den Nabab Jaffer Alychan Souja-ul Molk Beadur, de volbrenging der vooras: artikelen en voorwaardens, is op verzoek by der contracteerende partyen, geguarandeerd door de respective Onderget: President en Raad van't fort William.

ARTICLE 1ST.

The Directore and Council shall immediately send away from Chinchura and their other Factories all the Europeans they have exceeding the number of one hundred and twenty-five granted them by Treaty: The said men may remain on Board of their Ships at Culpee or Fulta till an opportunity offers of conveying them to Batavia.

ART. 1.

Den Directeur en Raad van Chinsúra, zúllen onmiddelyk van Hoúgly en húnne verdere Comptoiren alhier, wegzenden, alle de manschap die't getal van 125, koppen te boven gaat, hùn by vorige Tractaten toegestaan: zullende zig deselve op een hunner te Culpi of Folta leggende Scheepen zo lang moeten ophouden tot dat ze by eene gemackelyke gelegenheid Bataviawaards kunnen vervoerd werden.

2ND.

That if they have erected any new Fortifications or deepen'd or widen'd their Ditch since the execution of their Treaty with the Nabob, they shall be immediately reduced to their former condition.

2.

Dat by aldien ze eenige nieuwe vestingwerken hebben opgeworpen, of hunne grachten úytgediegt, vergroot of verwyderd zedert den dag der volvoering van hun laast met den Nabab geslotene Tractaat, onmiddelyk tot húnne vorige staat zullen wederbrengen.

3RD.

That if they have augmented their number of Guns or their quantity of Military Stores beyond what is necessary for the ordinary uses of their Factory, the overplus shall immediately be sent away in the same manner as is mentioned in the first Article regarding the men.

3.

Dat ingevalle zy't getal van hunne canonen of Oorlogs ammonitie hebben vermeerderd boven't geen zijtot't ord nair gebrúyk in hunne bezittingen benodigt hebben, zy't overschot in zelvervoegen zúllen doen verzenden als by't eerste artikel ten opzigte der manschap is vermeld.

4TH.

That they shall never suffer more than one Europe Ship at a time to come higher up the River than Culpee, Fulta or Myapore without the express leave of the Nabob first obtained.

4.

Dat ze nooyt zullen gedoogen meer dan een Europisch Schip, tegelyk hooger dan Culpi, Folta of Mayapour, te laten opkomen, zonder alvorens daartoe van den Nabab eene ûytdruckelvke vergunning erlangt te hebben.

5TH.

The said Deputies on the part of the said Directore and Council do hereby renew, confirm and ratify all the conditions by them agreed on in the Treaty concluded between the English Commissaries on behalf of the Nabob and the Commissaries on the part of the said Directore and Council the 3rd of December 1759, and more expressly and particularly that part which limits their forces in Bengal to the number of one hundred and twenty-five Europeans.

5.

De voorsz: Gecommitteerdens van wegens den Directeúr en Raad van Chinsura, vernieuwen, bevestigen en ratificeeren mits deezen alle de voorwaardens byén aangenomen in't Tractaat, gesloten tusschen de Engelsche Commiss: als mede den Nabab ter-eene, en den Directeúr en Raad van Hougly ter andere zyde, op den 3 Xber 1759 en in't byzonder dat gedeelte welk de Militaire Magt in Bengale op 125 Europeesen bepaalt.

6TH.

The said Directore and Council shall now and at all times when the Nabob may require it permit an officer of his together with an English Officer to review the men and Military Stores in Chinchura and their other Factories. Or if any other means can be agreed on between the Governor and Council of Fort William and the Directore and Council of Chinchura whereby the number of the men and the quantity of Military Stores may be ascertained to the satisfaction of the said Governor and Council of Fort William so as that they may be enabled to answer to the Nabob as Guarantees for the Security of his Country, in such case the Nabob will not insist upon the review.

6.

De voorsz: Directeúr en Raad, zúllen nú en ten allen tyden, wanneer't de Nabab mogte requireeren toestaan dat een zyner Officieren verzeld met Engelsen, eenen der húnne Manschap en Oorlogs voorraad te Chinsura en verdere Comptoiren overzien. Of indien men tusschen den Goúverneúr en Raad van't Fort William en den Directeúr en Raad van Chinsura, door eenige andere middelen kan overeenkomen, waardoor den Goúverneúr en den Raad van't Fort William konde tot deszelfs genoegen verzekert werden van't getal húnner manschap, en de hoeveelheid van derzelver krygs-voorraad, en Zyals vermiddelaar mogten & mogende wezen, den Nabab een voldoende antwoord te geven, omtrend de veiligheid van zyn land, dat alsdan in een alzúlk geval de Nabab niet zoúde op de mostering insteeren.

7TH.

The Nabob's Duan Ray Rayen Ameed Ray on the behalf of the Nabob solemnly engages to the said Directore and Council that on their complying with the before going conditions, they shall hereafter be

7.

De Nababs Duwan Raay Raayaan Ameed Raay verbind zig pligtelyk van wegens den Nabab, aanden voorgemelden Directeúr en Raad, dat zodra zyzig de voorengenoemde voorwaarden

supported in all their Rights, Liberties and Preogatives in Trade as granted them by the Phirmaunds of the Mogul.

hebben onderworpen, in alle hunne reglen, Vryheiden en Prerogativen, hún by Firmaans van de Mogol verleend, zúllen werden ondersteund.

8TH.

That they shall in future be burthen'd with no new or unusual Taxes or Contributions whatsoever, and particularly that they shall be freed from the payment of the sum exacted from them for some years past by the Soubah of Patna under the title of Peshcush due for the privilege of the Trade of Saltpetre; it not being just that the said Directore and Council should continue to pay for a privilege that they do not now hold.

8.

Dat zy in den aanstaande, met geene nieuwe of ongewone geld afperssingen hoe genaamt, zullen werden beladen, en voor namentlyk dat ze zúllen bevryd zyn van de betaling eener Somma, hun eenige jaaren geleden door den Soúba van Patna voor de privilegie van den Salpeter handel, onder den naam van Peeskes afgeeischt, door dien't niet billyk zoude zyn dat gemelde Directeur en Raad zoude continuceren te betalen voor een privilegie dat Zethans niet meer behouden.

9TH.

That they shall have a free and uninterrupted passage for their Ships and Vessels in the River with the exception mentioned in the 4th Article, as also for their Oxen, Carts, Cooleys, Peons, Cossids, &c., by land to their usual destin'd Place, with the seal of the Company and that of the Directore or Chiefs or other Servants properly qualified, without being subject to any impositions from any Phousdars, Jaguerdars, Chowkeydars, Droghers or other Officers of the Government.

9.

Dat ze voor húnne Scheepen en vaar tuygen zullen hebben een vrye en ongehinderde doortogt, egter met deeze uytzondering als by't vierde artikel vermeld staat, zo-mede over land, voor húnne ossen, karren, coúlys, pions, casseds na húnne gewoonlyke bestemde plaatsen gaande, mits voorzien zynde met't zegel van de compt: en dat van den Directeur opperhoofden of andere daartoe gequalificeerde Dienaren zondereenige belasting van Faúsdaars, Jagierdaars, Choúkidaars, Derrogas of andere officieren van de Regeering, onderhevig te zyn.

10TH.

That in consequence of the several Phirmaunds by them obtained: The Dutch East India Company's Trade in the Provinces of Bengal, Bahar and Orixa shall be free and uninterrupted in all Articles whatsoever, excepting the purchase of Salt Petre of which the Nabob

10.

Dat ingevolge van verscheide door hún verkregene Firmaans, den handel van de Nederlandsche Oost Indische Comp: in Bengalen, Behaar en Orixa, vrv en ongestoord, in alle artikelen hoegenaamt zal worden gedreven uytgenomen den Salpeter in zaam,

has granted to the English the Exclusive Privilege.

welk voorregt den Nabab aan d'Engelsen met uytsluyting van alle andere heeft toegestaan.

11TH.

That the Nabob will order the account of their coinage in the mint at Cariem Abaad to be adjusted and the balance which may appear due to be discharged, and that in future their Business in the said Mint shall be carried on without molestation or hindrance, and the nett produce be delivered without any detention or unlawful deduction.

11.

Dat de Nabab zal ordre geven om de rekening van hunne verstempeling in de Munt te Carriemabaad effen te stellen, en't Saldo dat blyven zal hennog te competeeren, uyt te keeren; voorts dat in't toekomende, hunne bezigheden in de vooraz: Munt, vortgang zullen nemen zonder eenige de minste molestatie of verhindering, en dat verders 'tnette product, zonder de minste aan of agter houding of aftrekking voortaan zal werden afgelegt.

Done at Fort William, this 23rd of August 1760.

The above-mentioned Articles having been duly ratified by the Nabob on one part and on the other by the Directore and Council of Chinchura are now sign'd by us the Governor and Council of Fort William as Guarantees.

Done at Fort William, this 22nd day of September 1760.

HENRY VANSITTART.

JOHN CAILLAUD.

WM. B. SUMNER.

T. Z. HOLWELL.

W. MCGUIRE.

S. VERELST.

S. L. SMYTH.

CULLING SMITH.

Gegeven in't Fort William, den 23 Augustus 1760.

J. P. DEWILDE.

M. JOH. BACHERACHT,

Adriaan Bisdom, directeur van wegens de Edele Nederlandsche Oost Indische Maatschappy in Bengalen, Behaar en Orixa benevens ded Raad doen te weeten, aan allen en eeniegelyk die het angaat of eeniger wyze kan aangaan.

Alzoo wy't oorbaar en geraden hebben gevonden eene conventie met zyn Excellentie den Heere Jaffer Aliechan, Souja ûlmulk Beadur, Nabab der Provintien van Bengalen, Behaar en Orixa &c., &c., &c., aante gaan, door dewelke alle zedert eenige tyd gevezene differenten finaal in der minne mogten vereffent worden, en wy weder zouden kunnen gevoelen de vrugten en emolumenten eenes vryen, ongestoorden en onverhinderden handels in deeze gewesten, zoveel als't namelyk doen

lyk is en de tyds omstandigheden komen te lyden voorts deeze konventie by wederzydse afgevaardigdens voorzien met een ampel bevel, op aag en jaare als daar by vermeld Staat, in de vorenstaande artikelen en konditien, onder den middeling en guarandie des respectiven President en Raad van't Fort William gesloten, ondergeschreven en getekent is geworden :

En vermits de inhoud van't voorsz : Instrúment dicteerd, dat de acten van ratifikatien van d'eene & d'andere zyde in goede en behoorlyke forme zullen worden uytgewisseld, binnen de tyd van twintig dagen te rekenen van den dag der onderteekening ; zo is't : Dat we, om overtuygende bewyzen te geven, van onze opregtheid, en om te voldoen aan'tgeen onze gecommitteerdens voor ons beloofd hebben, de voorsz : conventie in alle haare hoofden, artikelen en voorwaardens generalyk zo veel in ons is, egter onzer approbatie onzer Heeren en Meesters en illibaat den eygendom van derzelver verkregene waare regten, Vryheiden en besittingen alhier, hebben geaggrëerd en geratificeerd, gelyk wy, dezelve allises aggreeren en ratificeeren by dezen, belovende ter geoder trouwe en sinceerlyk, dat wy, alle't geene alessis daarin, overeengekomen, gesloten en un by ons geratificeerd is geworden, van point tot point zullen nakomen, onderhouden, en zorge dragen dat by onze onderhorige egalyk, zonder daar tegen te doen direct of indirectelyk op wat wyze en manier't ook zoude moge wezen g'observeerd worde.

Tot bekragtiging en kondschap van alle het welke hebben wy deeze met onze hand onderteckend, en ons groot zegel daarby doen stellen.

Gegeven binnen't Fort Gustavus, ten onzen Nederlandschen Hoofd Comptoire Hougly in Bengalen dezen 20 September 1760.

1. AN. BISDOM.

2. R. B. ARMENAULT

3. L. ZUYDLAND.

4. M. TSINCK.

5. J. L. V. SCHEVICHAVEN.

6. SN. DEHOOG.

7. J. C. KIST.

8. P. W. FALCK.

No. VI.

A TREATY between the NABOB MEER MAHOMED KOSSIM KHAN and the COMPANY,—1760.

Two Treaties have been written of the same tenor, and reciprocally exchanged, containing the Articles undermentioned, between Meer Mahomed Kossim Khan Behauder and the Nabob * Shum's-ŏ-Dowla, Governor, and the rest of the Council for the affairs of the English Company; and during the life of Meer Mahomed Kossim Khan Behauder, and the duration of the factories of the English Company in this country, this Agreement shall remain in force. God is witness between us that the following Articles shall in no wise be infringed by either party :—

ARTICLE 1.

The Nabob, Meer Mahomed Jaffer Khan Behauder, shall continue in possession of his dignities, and all affairs be transacted in his name, and a suitable income shall be allowed for his expenses.

ARTICLE 2.

The Neabut of the Soubahdarry of Bengal, †Azimabad and Orissa, &c., shall be conferred by His Excellency, the Nabob, on Meer Mahomed Kossim Khan Behauder; he shall be invested with the administration of all affairs of the Provinces, and after His Excellency he shall succeed to the Government.

ARTICLE 3.

Betwixt us and Meer Mahomed Kossim Khan Behauder, a firm friendship and union is established; his enemies are our enemies, and his friends are our friends.

ARTICLE 4.

The Europeans and Telingas of the English Army shall be ready to assist the Nabob, Meer Mahomed Kossim Khan Behauder, in the management of all affairs, and in all affairs dependent on him, they shall exert themselves to the utmost of their abilities.

ARTICLE 5.

For all charges of the Company and of the said Army, and provisions for the field, etc., the lands of Burdwan, Midnapore, and Chittagong shall be assigned, and Sunnuds for that purpose shall be written and granted. The Company is to stand to all losses and receive all the profits of these three countries, and we will demand no more than the three assignments aforesaid.

* Governor Vansittart.

† Or Behar.

ARTICLE 6.

One-half of the Chunam produced at Sylhet for three years shall be purchased by the Gomastahs of the Company from the people of the Government, at the customary rate of that place. The tenants and inhabitants of those districts shall receive no injury.

ARTICLE 7.

The balance of the former tuncaw shall be paid according to the kistbunbee agreed upon with the Royroyan. The jewels which have been pledged shall be received back again.

ARTICLE 8.

We will not allow the tenants of the Circar to settle in the lands of the English Company, neither shall the tenants of the Company be allowed to settle in the lands of the Circar.

ARTICLE 9.

We will give no protection to the dependents of the Circar in the lands, or in the factories of the Company, neither shall any protection be given to the dependents of the Company in the lands of the Circar; and whosoever shall fly to either party for refuge shall be delivered up.

ARTICLE 10.

The measures for war and peace with the Shahzada, and raising supplies of money, and the concluding both these points, shall be weighed in the scale of reason, and whatever is judged expedient shall be put in execution; and it shall be so contrived by the joint councils, that he be removed from this country, nor suffered to get any footing in it. Whether there be peace with the Shahzada or not, our agreement with Meer Mahomed Kossim Khan Behauder, we will (by the grace of God,) inviolably observe, as long as the English Company's factories continue in the country.

Dated the 17th of the month Sophar, in the 1174 year of the Hegira, or the 27th September 1760.

(Sign Manual of Meer Mahomed Kossim Khan.)

This was sealed on the 18th of the month Sophar in the eleven hundred and seventy-fourth year of the Hegira, and the proposals agreed to.

SUNNUDS GIVING EFFECT TO THE ABOVE TREATY.

1. SUNNUD under the SEAL of the NABOB NASEER-UL-MULCK IMTEAS O DOWLA NESSERAT JUNG, MEER MAHOMED KOSSIM KHAN BEHAUDER.

To the Zemindars, Canongoos, Talookdars, Tenants, Husbandmen and Chiefs of the villages of the Pergunnah of Burdwan, &c., the Zemindarry of the Raja Tillukchund, in the districts of the Soubah of Bengal: Be it known that whereas divers wicked people have traitorously stretched forth their hands to plunder the subjects, and waste the royal dominions, for this reason the said Pergunnah, &c., is granted to the English Company, in part of disbursement of their expenses, and the monthly maintenance of five hundred European horse, two thousand European foot, and eight thousand sepoys, which are to be entertained for the protection of the royal dominions. Let the above officers quietly and contentedly attend and pay to the persons appointed by the English Company the stated revenues, and implicitly submit in all things to their authority. And the office of the Collectors of the English Company is as follows:—They shall continue the zemindars and tenants in their places, regularly collect the revenues of the lands, and deliver them in monthly, for the payment of the expenses of the Company and the pay of the above-mentioned forces, that they may be always ready cheerfully and vigorously to promote the affairs of the King. Let this be punctually observed.

Dated the 4th of the moon Rabbi-ul-Awul, 1st Sun, answering to the 1st month of the Cautic 1176, Bengal style.

N.B.—Sunnuds for the Chuckla of Midnapore, in the districts of the Soubah of Orissa, and for the Thanna of Islamabad or Chittagong, appertaining to the Soubah of Bengal, are worded as the above.

2. SUNNUD under the Seal of the NABOB NASEER-UL-MULCK, &c.

To the Daroga of Chunam, to the Naib of Sylhet: Be it known, that whereas the English Company are constructing a Fort in Calcutta, and meet with great obstacles in finishing that work in the want of stone chunam; for this reason it is ordered, that of whatever quantity of chunam is produced at that place one-half (the price thereof being received agreeable to the rate of that place) be delivered to the Gomastahs of the English Company for the term of three years, that no delays may be occasioned in finishing the Fort aforesaid; and the other half is to be sent for the Circar. Let this be punctually observed.

Dated the 4th of the moon Rabbi-ul-Awul, 1st Sun, answering to the 1st of the month Cautic 1176, Bengal style.

No. VII.

ARTICLES of a TREATY and AGREEMENT between the GOVERNOR and COUNCIL of FORT WILLIAM, on the part of the ENGLISH EAST INDIA COMPANY and the NABOB SUJAH-UL-MULCK, HOSSAM-Ö-DOWLA, MEER MAHOMED JAFFIER KHAN BEHAUDER, MAHABUT JUNG,—1763.

On the part of the Company.

We engage to reinstate the Nabob Meer Mahomed Jaffier Khan Behauder in the Soubahdarry of the Provinces of Bengal, Behar, and Orissa, by the deposal of Meer Mahomed Kossim Khan; and the effects, treasure, and jewels, etc., belonging to Meer Mahomed Kossim Khan which shall fall into our hands, shall be delivered up to the Nabob aforenamed.

On the part of the Nabob.

ARTICLE 1.

The Treaty which I formerly concluded with the Company upon my accession to the Nizamut, engaging to regard the honour and reputation of the Company, their Governor and Council, as my own, granting perwannahs for the Currency of the Company's business; the same Treaty I now confirm and ratify.

ARTICLE 2.

I do grant and confirm to the Company for defraying the expenses of their troops, the Chucklas of Burdwan, Midnapore, and Chittagong, which were before ceded for the same purpose.

ARTICLE 3.

I do ratify and confirm to the English the privilege granted them by their Firmaund and several Husbulhookums, of carrying on their trade by the means of their own dustuck, free from all duties, taxes, or impositions, in all parts of the country, excepting the article of salt, on which a duty of 2½ per cent. is to be levied on the rowana, or Hooghly market price.

ARTICLE 4.

I give to the Company half the saltpetre which is produced in the country of Purnea, which their Gomastahs shall send to Calcutta. The other half shall be collected by my Fouzdar for the use of my offices; and I will suffer no other person to make purchases of this article in that country.

ARTICLE 5.

In the Chuckla of Sylhet, for the space of five years, commencing with the Bengal year 1170, my Fouzdar and the Company's Gomastah shall jointly prepare chunam, of which each shall defray half the expenses; and half the chunam so made shall be given to the Company, and the other half shall be for my use.

ARTICLE 6.

I will maintain twelve thousand horse and twelve thousand foot in the three Provinces. If there should be occasion for any more the number shall be increased by consent of the Governor and Council proportionably to the emergency: Besides these, the force of the English Company shall always attend me when they are wanted.

ARTICLE 7.

Wherever I shall fix my court, either at Moorshedabad or elsewhere, I will advise the Governor and Council; and what number of English forces I may have occasion for in the management of my affairs, I will demand them and they shall be allowed me, and an English gentleman shall reside with me, to transact all affairs between me and the Company, and a person shall also reside on my part at Calcutta to negotiate with the Governor and Council.

ARTICLE 8.

The late Perwannahs issued by Kossim Ally Khan, granting to all merchants the exemption of all duties for the space of two years shall be reversed and called in, and the duties collected as before.

ARTICLE 9.

I will cause the rupees coined in Calcutta to pass in every respect equal to the siccas of Moorshedabad without any deduction of batta; and whosoever shall demand batta shall be punished.

ARTICLE 10.

I will give thirty lakhs of rupees to defray all the expenses and loss accruing to the Company from the war and stoppage of their investment; and I will reimburse to all private persons the amount of such losses, proved before the Governor and Council, as they may sustain in their trade in the country. If I should not be able to discharge this in ready money, I will give assignments of land for the amount.

ARTICLE 11.

I will confirm and renew the Treaty which I formerly made with the Dutch.

ARTICLE 12.

If the French come into the country, I will not allow them to erect any fortifications, maintain forces, hold lands, Zemindarries, etc., but they shall pay tribute and carry on their trade as in former times.

ARTICLE 13.

Some regulations shall be hereafter settled between us for deciding all disputes which may arise between the English Agents and Gomastahs in the different parts of the country and my officers.

In testimony whereof, we, the said Governor and Council, have set our hands and affixed the seal of the Company to one part hereof; and the Nabob aforenamed hath set his hand and seal to another part hereof, which were mutually done and interchanged at Fort William, the 10th day of July 1763.

HENRY VANSITTART.

JOHN CARNAC.

WILLIAM BILLERS.

WARREN HASTINGS.

RANDOLPH MARRIOTT.

HUGH WATTS.

DEMANDS made on the part of the NABOB MEER MAHOMED JAFFIER KHAN, and agreed to by the COUNCIL at the time of signing the Treaty.

ARTICLE 1.

I formerly acquainted the Company with the particulars of my own affairs, and received from them repeated letters of encouragement and kindness with presents; I now make this request that you will write in a proper manner to the Company, and also to the King of England the particulars of our friendship and union, and procure for me writings and encouragement, that my mind may be assured from that quarter, that no breach may ever happen between me and the English, and that every Governor, Counsellor, and Chief of the English that are here, or may hereafter come, may be well disposed and attached to me.

ARTICLE 2.

Since all the English gentlemen, assured of my friendly disposition to the Company, confirm me in the Nizamut, I request that to whatever I may at any time write, they will give their credit and assent, nor regard the stories of designing men to my prejudice, that all my affairs may go on with success and no occasion may arise for jealousy or ill-will between us.

ARTICLE 3.

Let no protection be given by any of the English gentlemen to any of my dependents, who may fly for shelter to Calcutta or other of your districts, but let them be delivered up to me on demand. I shall strictly enjoin all my Fouzdars and Aumils, on all accounts to afford assistance and countenance to such of the Gomastahs of the Company as attend to the lawful trade of their factories; and if any of the said Gomastahs shall act otherwise, let them be checked in such a manner as may be an example to others.

ARTICLE 4.

From the neighbourhood of Calcutta to Hooghly, and many of their Pergunnahs bordering upon each other, it happens that, on complaints being made, people go against the talookdars, ryots, and tenants of my town, to the prejudice of the business of the Circar; wherefore let strict orders be given that no peons be sent from Calcutta, on the complaints of any one upon my talookdars or tenants; but on such occasions let application be made to me, or to the Naibs of the Fouzdarry of Hooghly that the country may be subject to no loss or devastations; and if any of the traders, which belonged to the Bucksbunder and Azimgunge, and have settled in Calcutta, should be desirous of returning to Hooghly, and carrying on their business there as formerly, let no one molest them. Chandernagore and the French factory were presented to me by Colonel Clive, and given by me in charge to Ameer Beg Khan; for this reason let strict orders be given that no English gentleman exercise any authority therein, but that it remain, as formerly, under the jurisdiction of my people.

ARTICLE 5.

Whenever I may demand any forces from the Governor and Council for my assistance, let them be immediately sent to me, and no demand made on me for their expenses.

The demands of Nabob Shujah ul Mulck, Hossam ó Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, written in five Articles, we, the President and Council of the English Company, do agree and set our hands to, in Fort William, the 10th of July 1763.

HENRY VANSITTART.

WILLIAM BILLERS.

JOHN CARTIER.

WARREN HASTINGS.

RANDOLPH MARRIOTT.

HUGH WATTS.

No. VIII.

NABOB MEER MAHOMED JAFFIER ALLY KHAN'S Note for five lakhs of Rupees per month for the expenses of the Army,—1764.

ACCOUNT of money settled for the expenses of the Europeans and Sepoys, the Artillery, and raising of the Cavalry, which shall be paid a month sooner or later, according to the particulars undermentioned, from the beginning of the month Sophar (31st of July 1764) of the 5th year of the reign, till the removal of the troubles with the Vizier, *viz.*—

	Rs.
In the Province of Bengal, at Moorshedabad	3,00,000
In the Province of Behar, at Patna	2,00,000
TOTAL .	5,00,000

Written the 19th of Rubbi-ul-Awul, the 5th year of the Jaloos, 16th September 1764.

N.B.—I will include in the aforesaid sum whatever balance may be due from me on account of my former agreement with the Company.

No. IX.

ARTICLES of a TREATY and AGREEMENT concluded between the GOVERNOR and COUNCIL of FORT WILLIAM, on the part of the ENGLISH EAST INDIA COMPANY, and the NABOB NUDJUM-UL-DOWLA,—1765.

On the part of the Company.

WE, the Governor and Council, do engage to secure to the Nabob Nudjum-ul-Dowla, the Soubahdarry of the Provinces of Bengal, Behar, and Orissa; and to support him therein with the Company's forces against all his enemies. We will also at all times keep up such force as may be necessary effectually to assist and support him in the defence of the Provinces; and as our troops will be more to be depended on than any the Nabob can have, and less expensive to him, he need therefore entertain none but such as are requisite for the support of the Civil Officers of his government, and the business of his collections through the different districts.

We do further promise that in consideration the Nabob shall continue to assist in defraying the extraordinary expenses of the war now carrying on against Sujah-ul-Dowla, with five lakhs of rupees per month, which was agreed to by his father; whatever sums may be hereafter received of the King, on account of our assistance afforded him in the war, shall be repaid to the Nabob.

On the part of the Nabob.

In consideration of the assistance the Governor and Council have agreed to afford, in securing to me the succession in the Soubahdarry of Bengal, Behar, and Orissa, heretofore held by my father, the late Nabob Meer Jaffier Ally Khan, and supporting me in it against all my enemies, I do agree and bind myself to the faithful performance of the following Articles:—

ARTICLE 1.

The Treaty which my father formerly concluded with the Company upon his first accession to the Nizamut, engaging to regard the honour and reputation of the Company and of their Governor and Council as his own, and granting perwannahs for the currency of the Company's trade, the same Treaty, as far as is consistent with the Articles hereafter agreed to, I do hereby ratify and confirm.

ARTICLE 2.

Considering the weighty charge of government, and how essential it is for myself, for the welfare of the country, and for the Company's business, that I should have a person who has had experience therein to advise and assist me, I do agree to have one fixed with me, with the advice of the Governor and Council, in the station of Naib Soubah, who shall accordingly have immediately under me the chief management of all affairs: And as Mahomed Reza Khan, the Naib of Decca, has in every respect my approbation and that of the Governor and Council, I do further agree that this trust shall be conferred on him, and I will not displace him without the acquiescence of those gentlemen; and in case any alteration in this appointment should hereafter appear advisable, that Mahomed Reza Khan, provided he has acquitted himself with fidelity in his administration, shall in such case be reinstated in the Naibship of Dacca with the same authority as heretofore.

ARTICLE 3.

The business of the collection of the revenues shall, under the Naib Soubah, be divided into two or more branches as may appear proper; and as I have the fullest dependence and confidence on the attachment of the English and their regard to my interest and dignity, and am desirous of giving them every testimony thereof, I do further consent that the appointment and dismission of the Muttaseddees of those branches, and the allotment of their several districts, shall be with the approbation of the Governor and Council; and, considering how much men of my rank and station are obliged to trust to the eyes and recommendations of the servants about them, and how liable to be deceived, it is my further will that the Governor and Council shall be at liberty to object and point out to me when improper people are entrusted, or where my officers and subjects are oppressed, and I will pay a proper regard to such representations, that my affairs may be conducted with honor, my people everywhere be happy, and their grievances be redressed.

ARTICLE 4.

I do confirm to the Company, as a fixed resource, for defraying the ordinary expenses of their troops, the Chucklas of Burdwan, Midnapore, and Chittagong, in as full a manner as heretofore ceded by my father. The sum of five lakhs of Sicca Rupees per month for their maintenance was further agreed to be paid by my father; I agree to pay the same out of my treasury, while the exigency for keeping up so large an army continues. When the Company's occasions will admit of a diminution of the expenses they are put to on account of those troops, the Governor and Council will then relieve me from such a proportion of this assignment, as the increased expenses incurred by keeping up the whole force necessary for the defence of the Provinces will admit of: And as I esteem the Company's troops entirely equal thereto and as my own, I will only maintain such as are immediately necessary for the dignity of my person and government, and the business of my collections throughout the Provinces.

ARTICLE 5.

I do ratify and confirm to the English the privilege granted to them by their Firmaund and several Husbulhookums of carrying on their trade by means of their own dustuck, free from all duties, taxes or impositions, in all parts of the country, excepting in the article of salt, on which a duty of 2½ per cent. is to be levied on the rowana or Hooghly market price.

ARTICLE 6.

I give to the Company the liberty of purchasing half the saltpetre produced in the country of Purnea, which their Gomastahs shall send to Calcutta; the other half shall be collected by my Fouzdar for the use of my offices; and I will suffer no other persons to make purchases of this article in that country.

ARTICLE 7.

In the Chuckla of Sylhet, for the space of five years, commencing with the Bengal year 1171, my Fouzdar and a Gomastah on the part of the Company shall jointly provide chunam, of which each shall defray half the expense, and half the chunam so made shall be given to the Company.

ARTICLE 8.

Although I should occasionally remove to other places in the Provinces, I agree that the books of the Circar shall be always kept and the business conducted at Moorshedabad, and that shall, as heretofore, be the seat of my government: And wherever I am, I consent that an English gentleman shall reside with me to

transact all affairs between me and the Company, and that a person of high rank shall also reside on my part at Calcutta to negotiate with the Governor and Council.

ARTICLE 9.

I will cause the Rupees coined in Calcutta to pass in every respect equal to the siccas of Moorshedabad without any deduction of batta; and whosoever shall demand batta shall be punished: The annual loss on coinage, by the fall of batta on the issuing of the new siccas, is a very heavy grievance to the country; and after mature consideration, I will, in concert with the Governor and Council, pursue whatever may appear the best method for remedying it.

ARTICLE 10.

I will allow no Europeans whatever to be entertained in my service, and if there already be any, they shall be immediately dismissed.

ARTICLE 11.

The kistbundee for payment of the restitution to the sufferers in the late troubles as executed by my father, I will see faithfully paid. No delays shall be made in this business.

ARTICLE 12.

I confirm and will abide by the Treaty which my father formerly made with the Dutch.

ARTICLE 13.

If the French come into the country I will not allow them to erect any fortifications, maintain forces or hold lands, zemindarries, etc., but they shall pay tribute, and carry on their trade as in former times.

ARTICLE 14.

Some regulations shall be hereafter settled between us for deciding all disputes which may arise between the English Gomastahs and my officers in the different parts of the country.

In testimony whereof, we, the said Governor and Council, have set our hands and affixed the seal of the Company to one part hereof; and the Nabob before-named hath set his hand and seal to another part.

Mem.—This Treaty was executed by the President and Council of Fort William on the 20th of February 1765, and by the Nabob on the 25th of the same month.

No. X.

1. FIRMAUND from the KING SHAH AALUM, granting the DEWANNY of BENGAL, BEHAR, and ORISSA to the COMPANY,—1765.

At this happy time our royal Firmaund, indispensably requiring obedience is issued; that whereas, in consideration of the attachment and services of the high and mighty, the noblest of exalted nobles, the chief of illustrious warriors, our faithful servants and sincere well-wishers, worthy of our royal favors, the English Company, we have granted them the Dewanny of the Provinces of Bengal, Behar, and Orissa, from the beginning of the Fussul Rubby of the Bengal year 1172 as a free gift and ultumgau, without the association of any other person, and with an exemption from the payment of the customs of the Dewanny, which used to be paid to the Court. It is requisite that the said Company engage to be security for the sum of twenty-six lakhs of rupees a year for our royal revenue, which sum has been appointed from the Nabob Nudjum-ul-Dowla Behauder, and regularly remit the same to the royal Circar; and in this case, as the said Company are obliged to keep up a large Army for the protection of the Provinces of Bengal, &c., we have granted to them whatsoever may remain out of the revenues of the said Provinces, after remitting the sum of twenty-six lakhs of rupees to the royal Circar, and providing for the expenses of the Nizamut. It is requisite that our royal descendants, the Viziers, the bestowers of dignity, the Omrahs, high in rank, the great Officers, the Muttaseddees of the Dewanny, the managers of the business of the Sultanut, the Jaghirdars and Croories, as well the future as the present, using their constant endeavors for the establishment of this our royal command, leave the said office in possession of the said Company, from generation to generation, for ever and ever. Looking upon them to be assured from dismission or removal, they must, on no account whatsoever, give them any interruption and they must regard them as excused and exempted from the payment of all the customs of the Dewanny and royal demands. Knowing our orders on the subject to be most strict and positive, let them not deviate therefrom.

Written the 24th of Sophar, of the 6th year of the Jaloos, the 12th of August 1765.

Contents of the Zimmun.

Agreeably to the paper which has received our sign manual, our royal commands are issued, that in consideration of the attachment, and services of the high and mighty, the noblest of exalted nobles, the chief of illustrious warriors, our faithful servants and sincere well-wishers, worthy of our royal favors, the English Company, we have granted them the Dewanny of the Provinces of Bengal, Behar, and Orissa, from the beginning of the Fussul Rubby of the Bengal year 1172, as free gift and ultumgau, without the association of any other person, and with an exemption from the customs of the Dewanny, which used to be paid to the Court, on condition of their being security for the sum of twenty-six lakhs of rupees a

year for our royal revenue, which sum has been appointed from the Nabob Nudjum-ul-Dowla Behauder; and after remitting the royal revenue and providing for the expenses of the Nizamut, whatsoever may remain we have granted to the said Company—

The Dewanny of the Province of Bengal.

The Dewanny of the Province of Behar.

The Dewanny of the Province of Orissa.

(a) FIRMAUND from the KING SHAH AALUM for the DEWANNY of the PROVINCE of BENGAL,—1765.

At this happy time our royal Firmaund, indispensably requiring obedience, is issued; that, in consideration of the attachment of the high and mighty, the noblest of exalted nobles, the chief of illustrious warriors, our faithful servants and sincere well-wishers, worthy of our royal favors, the English Company, we have granted them as a free gift and ultumgau, agreeably to the Zimmun, from the beginning of Rubby Tuccacooy-ul of the Bengal year 1172, the office of the Dewanny of the Khalsa Shereefa of the Province of Bengal (the Paradise of the Earth), with the conditional jaghire thereof, without the association of any other person. It is requisite that our royal descendants, the Viziers, the bestowers of dignity, the Omrahs, high in rank, the great Officers, the Muttaseddees of the Dewanny, the managers of the business of the Sultanut, the Jaghirdars and Croories, as well the future as the present, using their constant endeavors for the establishment of this our royal command, leave the said office in possession of the said Company, from generation to generation, for ever and ever. Looking upon them to be insured from dismissal or removal, they must, on no account whatsoever, give them any interruption, and they must regard them as excused and exempted from the payment of all the customs of the Dewanny and demands of the Sultanut. Knowing our orders on this subject to be most strict and positive, let them not deviate therefrom.

Written the 24th of Sophar, of the 6th year of the Jaloos, the 12th of August 1765.

Contents of the Zimmun.

Agreeably to the paper which has received our sign manual, we have granted the office of the Dewanny of the Khalsa Shereefa of the Province of Bengal (the Paradise of the Earth), with the conditional jaghire thereof, as a free gift and ultumgau, to the high and mighty, the noblest of exalted nobles, the chief of illustrious warriors, our faithful servants and sincere well-wishers, worthy of our royal favors, the English Company, without the association of any other person from the beginning of the Rubby Tuccacooy-ul of the Bengal year 1172.

Fort William, 30th September 1765.

(*b*) SIMILAR SEPARATE FIRMAUNDS were granted for BEHAR and ORISSA.

2. FIRMAUND from the KING SHAH AALUM, confirming the GRANTS of BURDWAN and the rest of the Company's possessions in BENGAL to them,—1765.

At this happy time our royal Firmaund, indispensably requiring obedience, is issued; that the Chucklas of Burdwan, Midnapore, and Chittagong, and also the Twenty-four Pergunnahs of Calcutta, &c. (the zemindarry of the high and mighty, the noblest of exalted nobles, the chief of illustrious warriors, our faithful servants and sincere well-wishers, worthy of our royal favors, the English Company), which were granted to the said Company in the time of Meer Mahomed Kossim, and Meer Mahomed Jaffier Khan, deceased; we, in consideration of the attachment of the said Company, have been graciously pleased to confirm to them, from the beginning of the Fussul Rubby of the Bengal year 1172, as a free gift and ultumgau, without the association of any other person. It is requisite that our royal descendants, the Viziers, the bestowers of dignity, the Omrahs, high in rank, the great Officers, the Muttaseddees of the Dewanny, the managers of the business of the Sultanut, the Jaghirdars and Croories, as well the future as the present, using their constant endeavors for the establishment of this our royal command, leave the said Districts and Pergunnahs in possession of the said Company, from generation to generation, for ever and ever. Looking upon them to be insured from dismissal or removal, they must on no account whatsoever give them any interruption, and they must regard them as excused and exempted from the payment of all manner of customs and demands. Knowing our orders on this subject to be most strict and positive, let them not deviate herefrom.

Written the 24th of Sophar, of the 6th year of the Jaloos, the 12th of August 1765.

Contents of the Zimmun.

Agreeably to the paper which has received our sign manual, our royal commands are issued, that the Chucklas of Burdwan, Midnapore, and Chittagong, and also Twenty-four Pergunnahs of Calcutta, &c. (the zemindarry of the English Company), which were granted to the said Company in the time of Meer Mahomed Kossim, and Meer Mahomed Jaffier Khan, deceased, be confirmed to the said Company, as a free gift and ultumgau, without the association of any other persons —

Chuckla of Burdwan.

Chuckla of Midnapore.

Chuckla of Chittagong.

The Twenty-four Pergunnahs of Calcutta, &c. (the zemindarry of the English Company).

Fort William, 30th September 1765.

3. ARTICLES of AGREEMENT between the KING SHAH AALUM and the COMPANY.

The Nabob Nudjum-ul-Dowla agrees to pay His Majesty out of the revenues of Bengal, Behar, and Orissa, the sum of twenty-six lakhs of Rupees a year, without any deduction for batta on bills of exchange, by regular monthly payments amounting to Rupees 2,16,666-10-9 per month; the first payment to commence from the 1st of September of the present year; and the English Company, in consideration of His Majesty's having been graciously pleased to grant them the Dewanny of Bengal, &c., do engage themselves to be security for the regular payment of the same. It shall be paid month by month from the factory at Patna to Rajah Shitabroy, or whomsoever His Majesty may think proper to nominate, that it may be forwarded by him to the Court. But in case the territories of the aforesaid Nabob should be invaded by any foreign enemy, a deduction is then to be made out of the stipulated revenues, proportionable to the damage that may be sustained.

In consideration of Nudjuf Khan's having joined the English forces, and acted in His Majesty's service in the late war, His Majesty will be graciously pleased to allow him the sum of two lakhs of Rupees a year to be paid by equal monthly payments: the first payment to commence from the 1st of September of the present year; and, in default thereof, the English Company, who are guarantees for the same, will make it good out of the revenues allotted to His Majesty from the territories of Bengal. If the territories of Bengal should at any time be invaded, and on that account a deduction be made out of the royal revenue, in such case a proportionable deduction shall also be made out of Nudjuf Khan's allowance.

Dated the 19th of August 1765.

Fort William, 30th September 1765.

4. AGREEMENT between the NABOB NUDJUM-UL-DOWLAH and the COMPANY.

The King having been graciously pleased to grant to the English Company the Dewanny of Bengal, Behar, and Orissa, with the revenues thereof as a free gift for ever, on certain conditions, whereof one is that there shall be a sufficient allowance out of the said revenues for supporting the expenses of the Nizamut: be it known to all whom it may concern, that I do agree to accept of the annual sum of Sicca Rupees 53,86,131-9, as an adequate allowance for the support of the Nizamut, which is to be regularly paid as follows, *viz.*, the sum of Rupees 17,78,854-1, for all my household expenses, servants, &c., and the remaining sum of Rupees 36,07,277-8 for the maintenance of such horse, sepoys, peons, beroundauzes, &c., as may be thought necessary for my suwarry and the support of my dignity only, should such an expense hereafter be found necessary to be kept up, but on no account ever to exceed that amount: and having a perfect reliance on ul Miaeen Dowla, I desire he may have the disbursing of the above sum of Rupees 36,07,277-8 for the purposes before-mentioned. This Agreement (by the blessing of God) I

hope will be inviolably observed, as long as the English Company's factories continue in Bengal.

FORT WILLIAM;
30th September 1765.

No. XI.

ARTICLES of a TREATY and AGREEMENT concluded between the GOVERNOR and COUNCIL of FORT WILLIAM, on the part of the ENGLISH EAST INDIA COMPANY and the NABOB SYEF-UL-DOWLA,—1766.

On part of the Company.

We, the Governor and Council, do engage to secure to the Nabob Syef-ul-Dowla, the Soubahdarry of the Provinces of Bengal, Behar, and Orissa, and to support him therein with the Company's forces against all his enemies.

On the part of the Nabob.

ARTICLE 1.

The Treaty which my father formerly concluded with the Company upon his first accession to the Nizamut, engaging to regard the honor and reputation of the Company and of the Governor and Council as his own, and that entered into with my brother, Nawab "Nudjum-ul-Dowla," the same Treaties, as far as is consistent with the true spirit, intent, and meaning thereof, I do hereby ratify and confirm.

ARTICLE 2.

The King has been graciously pleased to grant unto the English East India Company the Dewannyship of Bengal, Behar and Orissa, as a free gift for ever; and I, having an entire confidence in them, and in their servants settled in this country, that nothing whatever be proposed or carried into execution by them, derogating from my honor, dignity, interest, and the good of my country, do therefore, for the better conducting the affairs of the Soubahdarry, and promoting my honor and interest, and that of the Company in the best manner, agree that the protecting the Provinces of Bengal, Behar, and Orissa, and the force sufficient for that purpose, be entirely left to their discretion and good management, in consideration of their paying the King Shah Aalum by monthly payments, as by Treaty agreed on, the sum of Rupees 2,16,666-10-9; and to me, Syef-ul-Dowla, the annual stipend of Rupees, 41,86,131-9, *viz.*, the sum of Rupees 17,78,854-1 for my house, servants and other expenses indispensably necessary; and the remaining sum of Rupees 24,07,277-8 for the support of such sepoys, peons, and bercundauzes as may be thought proper for my suwarry only; but on no account ever to exceed that amount.

ARTICLE 3.

The Nabob Minauh Dowla, who was, at the instance of the Governor and Gentlemen of the Council, appointed Naib of the Provinces, and invested with the management of affairs, in conjunction with Maha Rajah Doolubram and Juggat Seat, shall continue in the same post and with the same authority; and having a perfect confidence in him, I, moreover, agree to let him have the disbursing of the above sum of Rupees 24,07,277-8 for the purposes above mentioned.

This Agreement (by the blessing of God) I hope will be inviolably observed, as long as the English Company's factories continue in Bengal.

Dated this 19th day of May, in the year of our Lord 1766.

W. B. SUMNER.

H. VERELST.

RANDOLPH MARRIOTT.

H. WATTS.

CLAUD RUSSELL.

W. ALDERSEY.

THOMAS KELSALL.

CHARLES FLOYER.

No. XII.

TREATY with MOBAREK-UL-DOWLA,—1770.

ARTICLES of a TREATY and AGREEMENT between the GOVERNOR and COUNCIL of FORT WILLIAM, on the part of the ENGLISH EAST INDIA COMPANY and the NABOB MOBAREK-UL-DOWLA, dated 21st March 1770.

On the part of the Company.

We, the Governor and Council, do engage to secure to the Nabob Mobarek-ul-Dowla the Soubahdarry of the Provinces of Bengal, Behar, and Orissa, and to support him therein with the Company's forces against all his enemies.

On the part of the Nabob.

ARTICLE 1.

The Treaty which my father formerly concluded with the Company upon his first accession to the Nizamut, engaging to regard the honour and reputation of the Company, and of the Governor and Council as his own, and that entered into with my brothers, the Nabobs Nudjum-ul-Dowla and Syef-ul-Dowla, the

Treaties, as far as is consistent with the true spirit intent, and meaning thereof, I do hereby ratify and confirm.

ARTICLE 2.

The King has been graciously pleased to grant unto the English East India Company the Dewannyship of Bengal, Behar, and Orissa as a free gift for ever; and I, having an entire confidence in them and in their servants settled in this country, that nothing whatever be proposed or carried into execution by them derogating from my honor, interest, and the good of my country, do therefore, for the better conducting the affairs of the Soubahdarry and promoting my honor and interest and that of the Company, in the best manner, agree that the protecting the Provinces of Bengal, Behar, and Orissa, and the force sufficient for that purpose, be entirely left to their direction and good management, in consideration of their paying the King Shah Aalum, by monthly payments, as by Treaty agreed on, the sum of Rupees two lakhs sixteen thousand six hundred and sixty-six, ten annas, and nine pies—Rupees 2,16,666-10-9; and to me, Mobarek-ul-Dowla, the annual stipend of Rupees thirty-one lakhs eighty-one thousand nine hundred and ninety one, nine annas—Rupees 31,81,991-9; *viz.*, the sum of Rupees fifteen lakhs eighty-one thousand nine hundred and ninety-one, nine annas—Rupees 15,81,991-9, for my house, servants, and other expenses, indispensably necessary; and the remaining sum of Rupees sixteen lakhs, Rupees 16,00,000, for the support of such sepoys, peons, and bercundauzes, as may be thought proper for my suwarry only; but on no account ever to exceed that amount.

ARTICLE 3.

The Nabob Minauh Dowla, who was, at the instance of the Governor and Gentlemen of the Council, appointed Naib of the Provinces, and invested with the management of affairs, in conjunction with Maha Rajah Doolubram, and Juggat Seat, shall continue in the same post, and with the same authority; and, having a perfect confidence in him, I, moreover, agree to let him have the disbursing of the above sum of Rupees sixteen lakhs for the purposes above mentioned.

This Agreement (by the blessing of God) shall be inviolably observed for ever.

Dated this 21st day of March, in the year of our Lord 1770.

JOHN CARTIER. JOHN REED.

RICHARD BECHER. FRANCIS HARE.

WILLIAM ALDERSEY. JOSEPH JEKYLL.

CLAUD RUSSELL. THOMAS LANE.

CHARLES FLOYER. RICHARD BARWELL.

1. His Most Christian Majesty engages to let at farm to the British Government in India, the exclusive right to purchase at a fair and equitable price, to be regulated by that which the said Government shall have paid for salt in the districts in the vicinity of the French possessions on the coast of Coromandel and Orissa respectively, the salt that may be manufactured in the said possessions, subject to a reservation of the quantity that the Agents of His Most Christian Majesty shall deem requisite for the domestic use and consumption of the inhabitants thereof; and upon the condition that the British Government shall deliver in Bengal, to the Agents of His Most Christian Majesty, the quantity of salt that may be judged necessary for the consumption of the inhabitants of Chandernagore, reference being had to the population of the said settlement, such delivery to be made at the price which the British Government shall have paid for the said article.

1. Sa Majesté Très-Chrétienne s'engage à affermer au Gouvernement Anglais dans l'Inde, le privilége exclusif d'acheter le sel qui sera fabriqué dans les possessions Françaises sur les côtes de Coromandel et d'Orixa, moyennant un prix juste et raisonnable, qui sera réglé d'après celui auquel le dit Gouvernement aura payé cet article dans les districts avoisinant respectivement les dites possessions, à la réserve toutefois de la quantité que les Agens de Sa Majesté Très-Chrétienne jugeront nécessaire pour l'usagé domestique et la consommation des habitans de ces mêmes possessions, et sous la condition que le Gouvernement Anglais livrera dans le Bengale, aux Agens de Sa Majesté Très-Chrétienne, la quantité de sel qui sera reconnue nécessaire pour la consommation des habitans de Chandernagor, eu égard à la population de cet établissement, et que cette livraison sera faite aux prix auquel le sel reviendra au dit Gouvernement.

2. In order to ascertain the prices as aforesaid, the official accounts of the charges incurred by the British Government, for the salt manufactured in the districts in the vicinity of the French settlements on the coasts of Coromandel and Orissa respectively, shall be open to the inspection of a Commissioner to be appointed for that purpose by the Agents of His Most Christian Majesty in India; and the price to be paid by the British Government shall be settled according to an average to be taken every three years, of the charges as aforesaid ascertained by the said official accounts commencing with the three years preceding the date of the present Convention.

2. Afin de déterminer le prix du sel conformément à ce qui vient d'être dit, les états officiels constatant ce que le sel fabriqué dans les districts qui avoisinent respectivement les établissemens Français sur les côtes de Coromandel et d'Orixa, aura coûté au Gouvernement Anglais, seront soumis à l'inspection d'un Commissaire nommé à cet effet par les Agens de Sa Majesté Très-Chrétienne dans l'Inde, et le prix qui devra être payé par le Gouvernement Anglais sera fixé tous les trois ans d'après le taux moyen du sel pendant ce laps de tems, tel qu'il sera constaté par les dits états officiels à commencer des trois années

qui ont précédé la date de la présente Convention.

The price of salt at Chandernagore to be determined, in the same manner, by the charges incurred by the British Government for the salt manufactured in the districts nearest to the said settlement.

Le prix du sel à Chandernagor devra être déterminé de la même manière, et d'après celui auquel cet article reviendra au Gouvernement Anglais dans les districts les plus voisins de cet établissement.

3. It is understood that the salt works in the possessions belonging to His Most Christian Majesty shall be and remain under the direction and administration of the Agents of His said Majesty.

3. Il est bien entendu que les salines situées dans les possessions appartenant à Sa Majesté Très-Chrétienne, seront et demeureront sous la direction et l'administration des Agens de Sa dite Majesté.

4. With a view to the effectual attainment of the objects in the contemplation of the High Contracting Parties, His Most Christian Majesty engages to establish in His possessions on the coasts of Coromandel and Orissa and at Chandernagore in Bengal, nearly the same price for salt, as that at which it shall be sold by the British Government in the vicinity of each of the said possessions.

4. Afin d'atteindre le but que les hautes Parties Contractantes ont en vue, Sa Majesté Très-Chrétienne s'engage à établir dans Ses possessions sur les côtes de Coromandel et d'Orixa, et à Chandernagor dans le Bengale, le sal au même prix à-peu près que le Gouvernement Anglais le vendra dans les territoires voisins de chacune des dites possessions.

5. In consideration of the stipulations expressed in the preceding Articles, His Britannic Majesty engages that the sum of four lacs of sicca rupees shall be paid annually to the Agents of His Most Christian Majesty, duly authorized, by equal quarterly instalments; such instalments to be paid at Calcutta or at Madras, ten days after the bills that may be drawn for the same by the said Agents shall have been presented to the Government of either of those Presidencies; it being agreed that the rent above stipulated shall commence from the 1st of October 1814.

5. En considération des stipulations renfermées dans les Articles précédens, Sa Majesté Britannique s'engage à faire payer annuellement aux Agens de Sa Majesté Très-Chrétienne dûment autorisés, la somme de quatre lacs de roupies sicca; lequel payement sera effectué par trimestre et par portions égales soit à Calcutta, soit à Madras dix jours après que les traités tirées par les dits Agens auront été présentées au Gouvernement de l'un ou de l'autre de ces Présidences.

Il est convenu que la rente ci-dessus stipulée sera due à partir du 1er October, 1814.

6. With regard to the trade in opium, it is agreed between the High Contracting Parties, that at each of the periodical sales of that article there shall be reserved for the French Government, and delivered upon requisition duly made by the Agents of His Most Christian Majesty, or by the persons duly appointed by them, the number of chests so applied for; provided that such supply shall not exceed 300 chests in each year; and the price to be paid for the same shall be determined by the average rate at which opium shall have been sold at every such periodical sale: it being understood that if the quantity of opium applied for at any one time shall not be taken on account of the French Government by the Agents of His Most Christian Majesty, within the usual period of delivery, the quantity so applied for shall nevertheless be considered as so much in deduction of the 300 chests hereinbefore mentioned

6. Il est convenu entre les hautes Parties Contractantes relativement au commerce du l'opium, qu'à chacune des ventes périodiques de cet article, il sera réservé pour le Gouvernement Français et délivré à la requisition des Agens de Sa Majesté Très-Chrétienne, ou à celle des personnes qu'ils auront autorisées à cet effet, la quantité de caisses d'opium qu'ils demanderont, en tant que cette quantité n'excédera pas trois cents caisses par an; lesquelles devront être payées au prix moyen auquel l'opium se sera élevé à chacune de ces ventes périodiques: Bien entendu que si les Agens du Gouvernement Français ne faisaient pas retirer pour son compte, aux termes ordinaires des livraisons, la quantité d'opium qui aurait été demandée à une époque quelconque, elle entreroit néanmoins en déduction des trois cents caisses qui doivent être livrées

The requisitions of opium as aforesaid are to be addressed to the Governor General at Calcutta within thirty days after notice of the intended sale shall have been published in the Calcutta Gazette.

Les demandes d'opium faites ains qu'il vient d'être dit, devront être adressées au Gouverneur Général à Calcutta, dans l'espace de trente jours après que l'époque des ventes aura été indiquée par la Gazette de Calcutta.

7. In the event of any restriction being imposed upon the exportation of saltpetre, the subjects of His Most Christian Majesty shall nevertheless be allowed to export that article to the extent of 18,000 maunds.

7. Dans le cas où il serait mis des restrictions à l'exportation de salpêtre, les sujets de Sa Majesté Très-Chrétienne, n'en auront pas moins la faculté d'exporter cet article jusqu'à la concurrence de dix-huit mille maunds.

8. His Most Christian Majesty with the view of preserving the harmony subsisting between the two nations, having engaged by the twelfth Article of the Treaty concluded at Paris, on

8. Sa Majesté Très-Chrétienne, dans la vue de conserver la bonne harmonie qui existe entre les deux nations, s'étant engagée par l'Article 12. du Traité conclu à Paris, le 30

the 30th of May, 1814, not to erect any fortifications in the establishments to be restored to Him by the said Treaty, and to maintain no greater number of troops than may be necessary for the purposes of police; His Britannic Majesty on his part, in order to give every security to the subjects of His Most Christian Majesty residing in India, engages, if at any time there should arise between the High Contracting Parties any misunderstanding or rupture (which God forbid), not to consider or treat as prisoners of war those persons who belong to the civil establishments of His Most Christian Majesty in India, nor the officers, non-commissioned officers, or soldiers, who, according to the terms of the said Treaty, shall be necessary for the maintenance of the police in the said establishments, and to allow them to remain three months to settle their personal affairs, and also to grant them the necessary facilities and means of conveyance to France with their families and private property.

Mai, 1814, à n'élever aucun ouvrage de fortification dans les éta blissemens qui doivent Lui être restitués en virtu du dit Traité; et à n'y avoir que le nombre de troupes nécessaires pour y maintenir la police; de Son côté Sa Majesté Britannique afin de donner toute sureté aux sujets de Sa Majesté Très-Chrétienne résidant dans l'Inde, s'engage, si à une époque quelconque il survenait entre les hautes Parties Contractantes quelque sujet de mésintelligence ou une rupture (ce qu'à Dieu ne plaise), à ne point considérer ni traiter comme prisonniers de guerre, les personnes qui feront partie de l'administration civile des établissemens Français dans l'Inde, non plus que les officers, sous-officiers, et soldats qui, aux termes du dit Traité, seront nécessaires pour maintenir la police dans les dits établissemens, et à leur accorder un délai de trois mois pour arranger leurs affaires personnelles, comme aussi à leur fournir les facilités nécessaireset les moyens de transport pour retourner en France avec leurs familles et leurs propriétés particulières.

His Britannic Majesty further engages to permit the subjects of His Most Christian Majesty in India, to continue their residence and commerce so long as they shall conduct themselves peaceably, and shall do nothing contrary to the laws and regulations of the Government.

Sa Majesté Britannique s'engage en outre à accorder aux sujets de Sa Majesté Très-Chrétienne dans l'Inde la permission d'y continuer leur résidence et leur commerce aussi longtems qu'ils s'y conduiront paisiblement et qu'ils ne feront rien contre les lois et les réglemens du Gouvernement.

But in case their conduct should render them suspected, and the British Government should judge it necessary to order them to quit India they shall be allowed the period of six months to retire with their effects and property

Mais dans le cas où leur conduite les rendroit suspects, et où le Gouvernement Anglais jugerait nécessaire de leur ordonner de quitter l'Inde, il leur sera accordé à cet effet un délai de six mois pour se retirer avec

to France, or to any other country they may choose.

At the same time it is to be understood that this favour is not to be extended to those who may act contrary to the laws and regulations of the British Government.

9. All Europeans and others whosoever, against whom judicial proceedings shall be instituted within the limits of the said settlements or factories belonging to His Most Christian Majesty, for offences committed, or for debts contracted within the said limits, and who shall take refuge out of the same, shall be delivered up to the chiefs of the said settlements and factories; and all Europeans and others whosoever, against whom judicial proceedings as aforesaid shall be instituted, without the said limits, and who shall take refuge within the same, shall be delivered up by the chiefs of the said settlements and factories, upon demand being made of them by the British Government.

10. For the purpose of rendering this agreement permanent, the High Contracting Parties hereby engage that no alteration shall be made in the conditions and stipulations in the foregoing Articles, without the mutual consent of His Majesty the King of the United Kingdom of Great Britain and Ireland, and of His Most Christain Majesty.

11. The present Convention shall be ratified, and the ratifications shall be exchanged at London in the space of one month from the date hereof, or sooner if possible.

leurs effets et leurs propriétés soit en France, soit dans tel autre pays qu'ils choisiraient.

Il est bien entendu en même tems que cette faveur ne sera pas étendu à ceux qui pourraient avoir agi contre les lois et les réglemens du Gouvernement Britannique.

9. Tous les Européens, ou autre quelconques, contre qui il sera procédé en justice dans les limites des dits établissemens ou factories appartenant à Sa Majesté Très-Chrétienne, pour des offenses commises ou des dettes contractées dans les dites limites, et qui prendront réfuge hors de ces mêmes limites, seront délivrés aux chefs des dites établissemens et factories; et tous les Européens ou autres quelconques contre qui il sera procédé en justice, hors des dites limites, et qui se réfugieront dans ces mêmes limites, seront déliverés par les chefs des dits établissemens et factories sur la demande qui en sera faite par le Gouvernement Anglais.

10. Afin de rendre la présente Convention permanente, les hautes Parties Contractantes s'engagent à n'apporter aucun changement aux Articles stipulés ci-dessus, sans le consentement mutuel de Sa Majesté le Roi du Royaume Uni de la Grande Bretagne et de l'Irlande, et de Sa Majesté Très-Chrétienne.

11. La présente Convention ratifiée et les ratifications en seront échangées à Londres dans l'espace d'un mois, ou plutôt si faire se peut.

In witness whereof the respective Plenipotentiaries have signed it, and have thereunto affixed the seals of their arms.

Done at London, this 7th day of March, in the year of our Lord 1815.

BUCKINGHAMSHIRE.

LE COMTE DE LA CHATRE,

En foi de quoi, les Plénipotentiaires respectifs l'ont signée, et y ont apposé le cachet de leurs armes.

Fait à Londres, le 7 Mars, l'an de Grâce, 1815.

BUCKINGHAMSHIRE,

LE COMTE DE LA CHATRE.

No. XIV.

DEED restoring the DANISH possessions,—1815.

Whereas by the provisions of the definitive Treaty of Peace made and concluded between His Britannic Majesty and His Majesty the King of Denmark, signed at Kiel on the 14th January 1814, and by the additional articles signed at Liege, the 7th of April 1814, it is stipulated and agreed that His Britannic Majesty shall restore to the Crown of Denmark, the town of Serampore, and the possessions attached to that Settlement, in the state in which they were at the moment of the signature of the said definitive Treaty of Peace and the said additional articles, and any work which may have been constructed since the occupation of the said Settlement.

Be it known that I, Gordon Forbes, appointed by His Excellency the Earl of Moira, Governor-General, etc., etc., to be Commissary on the part of the British Government for carrying into effect the restitution of the Colony of Serampore for, and in the name of, the British Government do restore to His Excellency Jacob Krefting, Esquire, delegated on the part of the Danish Government to receive charge of those possessions, and do hereby declare to have accordingly restored and delivered up the said town of Serampore and the possessions attached to that Settlement, and I, Jacob Krefting, acknowledge to have received from the said Gordon Forbes, Esquire, on behalf of the British Government, the said town of Serampore and the possessions attached thereunto, and restored to the Crown of Denmark by virture of the said definitive Treaty of Peace and the said additional articles.

In witness whereof I, the said Gordon Forbes, for and on behalf of the British Government, and I, the said Jacob Krefting, for and on behalf of the Danish Government, have hereunto set our hands and seals. Given at Serampore this fifteenth day of December one thousand eight hundred and fifteen.

GORDON FORBES.

JACOB KREFTING.

No. XV.

DEED restoring CHINSURAH to the DUTCH,—1817.

Whereas by the provisions of the Convention concluded on the 18th of August 1814 between Great Britain and the Netherlands, it is stipulated and declared that His Britannic Majesty shall restore to the King of the Netherlands the colonies, factories, and establishments which were possessed by Holland in the seas and on the Continent of India, on the 1st of January 1803 with some exceptions; Be it known that I, Gordon Forbes, constituted by the Hon'ble the Vice-President in Council, Commissary on the part of the British Government to carry to effect the restitution of Chinsurah conformably to the provisions contained in the 1st, 3rd and 4th Articles of the said Convention concluded between His Britannic Majesty and the King of the Netherlands on the 13th of August 1814 accordingly restore to J. A. Van Braam, Esq., Commissioner on the part of the Netherlands Government, to take possession of the former possessions of His Majesty the King of the Netherlands on the Continent of India, the Town of Chinsurah, and do hereby declare to have accordingly restored and delivered up the said Town of Chinsurah according to the limits thereof at the beginning of the last war, *viz.*, on 1st January 1803, and J. A. Van Braam, in my aforesaid capacity in the name and on behalf of His Majesty the King of the Netherlands, Prince of Orange Nassau, Great Duke of Luxemburg, etc., etc., etc., acknowledge to have received from the said Gordon Forbes, Esq., on behalf of the British Government, the said

En conséquence des arrangemens conclus dans la convention du 13 Août 1814 entre la Grande Bretagne et les Pays Bas, il est stipulé et declaré que Sa Majesté Brittannique, rendera à Roi des Pays Bas, les Colonies, Factories et Etablissements, que la Holland a possédée auparavant, dans les mers et sur le Continent des Indes le premier Janvier de l'année 1803 sauf quelques exceptions, qu'il soit donc connu que moi Gordon Forbes constitué par l'Honorable le Vice President en son Conseil nommé Commissaire par le Gouvernement Brittannique pour effectuer la restitution de Chinsurah, en vertu des accords continus dans les 1, 3, and 4 Articles de la dite Convention conclue entre Sa Majesté Brittannique, et le Roi des Pays Bas le 13 Août 1814 restitue en conséquence à Monsieur J. A. Van Braam, Commissaire de la part du Gouvernement Neerlandois pour prendre possession des Etablissements, ci-devant appartenants à Sa Majesté le Roi des Pays Bas, sur le Continent des Indes la ville de Chinsurah, selon que ses limites étoient au commencement de la dernière Guerre le premier Janvier 1803, et J. A. Van Braam, dans sa qualité ci-dessus mentionnée, au nom et en faveur de Sa Majesté le Roi des Pays Bas, Prince d'Orange Nassau reconnoit avoir reçu du dit Monsieur Gordon Forbes, de la part du Gouvernement Brittannique la ville de Chinsurah comme restitutée au Roi des Pays Bas sur la dite Convention.

nual amount of ground rent paid by the Dutch East India Company, and also the expenses incurred for the necessary Police establishments at Barnagore, do consider that the payment of the sum of six thousand and five hundred rupees annually by half-yearly payments to the King of the Netherlands would be a just and reasonable compensation for the cession of the above-mentioned district of Barnagore conformably to the provision of the 2nd additional article of the convention, and do accordingly hereby agree to submit this our deliberate opinion for the approbation and sanction of the respective authorities under which we act.

In witness whereof we hereunto affix our seals and signatures.

Chinsurah, the 20th September 1817.

GORDON FORBES,
Commissioner.

J. A. VAAN BRAM,
Le Commre. Neerlandois.

territoriales payés par la compagnie orientale Neerlandais avec les dépenses payées pour l'établissement de police nécéssaire à Bernagore, considerons, que le paiement annuel de six mille cinq cent roupies, à être payée par demi année à Sa Majesté le Roi des Pays Bas, servit une juste et raisonnable compensation pour la cession du sous mentionné district de Bernagore, selon le continu du second additionel article de la convention, et en conséquence consentons à soumettre notre opinion mûrement pesée, à l'approbation et sanction des autorités respectives, sous lesquels nous agissons.

En foi de quoi nous apposons ci-dessus nos cachets et signatures.

Chinsurah, le 20 Septembre 1817.

J. A. VAN BRAAM,
Le Commre. Neerlandois.

GORDON FORBES,
Commissioner.

No. XVII.

CONVENTION between the GOVERNMENTS of MADRAS and PONDICHERRY, signed at PONDICHERRY on the 13th day of May 1818.

With a view to carry into full and complete effect the object of those terms of the Convention between Great Britain and France, signed at London on the 7th of March, 1815, which regard the trade in salt throughout the British Sovereignty in India, the following Articles have been agreed upon by His Excellency, André Julien Count Du Puy, Peer of France, Great Officer of the Royal Order of the Legion of Honour, and Mr. Joseph François Dayot, Chevalier of the said Order, Administrators-General of the French Establishments in India, and Captain James Stuart Fraser, Commissioner on the part of the British Government, for conducting the transfer of such of those possessions as have heretofore been dependent upon the Presidency of Fort St. George.

ARTICLE 1.

The manufacture of salt shall cease throughout the whole of the French Establishments in India during the continuance of the Honourable Company's present Charter.

ARTICLE 2.

The French Government guarantee the strict observance of the above stipulation, and the further adoption of all such measures as depend upon them for insuring the effectual prevention of the contraband trade in salt.

ARTICLE 3.

The Madras Government engages to pay to the French Government as an indemnification to the proprietors of the salt pans the sum of four thousand Star Pagodas per annum during the continuance of the Honourable Company's present Charter if this Convention be ultimately ratified.

ARTICLE 4.

The above stipulated sum of four thousand Star Pagodas per annum shall be paid by quarterly instalments, and be considered to have commenced from the 1st of January last.

ARTICLE 5.

The Madras Government engages, independently of further confirmation, to pay the sum of four thousand Star Pagodas to the French Government for one year from the 1st of January last, and to continue to fulfil the same engagement until the determination of the Supreme Government or eventually of the authorities in Europe shall be officially notified to the French Government in India.

ARTICLE 6.

The British Government engages to deliver such a quantity of salt as shall be requisite for the domestic use and consumption of the inhabitants of the French Settlements in India; the purchase, delivery, and subsequent sale of the said quantity being regulated according to the stipulations contained in Articles 1st, 2nd and 4th of the Convention of the 7th March 1815.

ARTICLE 7.

The present Convention shall be ratified and exchanged with the least possible delay.

Done at Pondicherry, this thirteenth day of May, in the year of our Lord, one thousand eight hundred and eighteen.

LE CT. DU PUY. JAMES STUART FRASER.

J. DAYOT.

Ratified by the Government of Fort St. George according to the terms of the Fifth Article this twenty-third day of May, in the year of our Lord, one thousand eight hundred and eighteen.

H. ELLIOT.

R. FULLERTON.

ROBERT ALEXANDER.

By the Right Honourable the Governor in Council.

G. STRACHEY,
Chief Secretary.

No. XVIII.

TREATY between GREAT BRITAIN and the NETHERLANDS respecting Territory and Commerce in the East Indies. Signed at London, March 17, 1824.

In the name of the Most Holy and Undivided Trinity.

His Majesty the King of the United Kingdom of Great Britain and Ireland, and His Majesty the King of the Netherlands, desiring to place upon a footing, mutually beneficial, their respective possessions and the commerce of their subjects in the East Indies, so that the welfare and prosperity of both nations may be promoted, in all time to come, without those differences and jealousies which have, in former times, interrupted the harmony which ought always to subsist between them; and being anxious that all occasions of misunderstanding between their respective agents may be, as much as possible, prevented; and in order to determine certain questions which have occurred in the execution of the Convention made at London, on the 13th of August 1814, in so far as

In den naam der allerheiligste en onverdeelbare Drieenigheid.

Zyne Majesteit de Koning van het Vereenigde Koningryk van Groot Britanje en Ireland, en Zyne Majesteit de Koning Der Nederlanden, verlangende hunne respectieve bezittingen en den handel hunner onderdanen in Oost In die op eenen wederkeering voordeelig-en voet te brengen, zoo dat de welvaart en voorspoed der beide natien voortaan ten allen tyde bevorderd kunnen worden zonder die oneenigheden en nayver welke, in vroger dagen, de goede verstandhouding gestoord hebben die steeds tusschen dezelve behoort te bestaan, en willende, zoo veel mogelyk, alle aanleiding tot misverstand tusschen hunne respectieve agenten vóórkomen, als mede, ten einde zekere punten van verschil te regelen welke zich hebben opgedaan by het ter uitvoer leggen van de Conventie den 13de Augustus, 1814, te

it respects the possessions of His Netherland Majesty in the East, have nominated their Plenipotentiaries, that is to say:

London gesloten voor zoo ver dezelve betrekking heeft tot de bezittingen van Zyne Majesteit den Koning Der Nederlanden in Oost Indie hebben tot Gevolmagtigden benoemd, to weten:

His Majesty the King of the United Kingdom of Great Britain and Ireland, the Right Honourable George Canning, a Member of His said Majesty's Most Honourable Privy Council, a Member of Parliament, and His said Majesty's Principal Secretary of State for Foreign Affairs;—And the Right Honourable Charles Watkin Williams Wynn, a Member of His said Majesty's Most Honourable Privy Council, a Member of Parliament, etc., and President of His said Majesty's Board of Commissioners for the Affairs of India:

Zyne Majesteit de Koningvan Groot Britanje, den Heer George Canning, Lid van Zyner Majesteits Geheimen Raad, en van het Parlement, mitsgaders Hoogst deszelfs eersten Secretaris van Staat voor de Buitenlandsche Zaken; en den Heer Charles Watkin Williams Wynn, Lid van Zyner Majesteits Geheimen Raad, en van het Parlement, mitsgaders President van het Kollegie van Kommissarissen voor de Indische Zaken, etc.

And His Majesty the King of the Netherlands, Baron Henry Fagel, etc., Councillor of State, and Ambassador Extraordinary and Plenipotentiary of His said Majesty to His Majesty the King of Great Britain; and Anton Reinhard Falck, etc., His said Majesty's Minister of the Department of Public Instruction, National Industry, and Col-

En Zyne Majesteit de Koning der Nederlanden, den Baron Hendrik Fagel mitsgaders Hoogst deszelfs Extraordinaris Ambassadeur en Plenipotentiaris aan het Hof van London; —En den Heer Anton Reinhard Falck, en Minister voor het Publieke onderwys, de Nationale Nyverheid, en de Kolonien:

Who, after having mutually communicated their full powers, found in good and due form, have agreed on the following Articles:

De welke, na wederzydsche mededeeling van hunne volmagten, die in goeden en behoorlyken vorm bevonden zyn, de volgende Artikelen hebben vastgesteld.

Art. 1. The High Contracting Parties engage to admit the subjects of each other to trade with their respective possessions in the Eastern Archipelago, and on the Continent of India and in Ceylon, upon the footing of the most favoured nation; their respective subjects conforming them-

Art. 1. De Hooge Contracterende Partyen verbinden zich om in hunne respectieve bezittingen in den Oosterschen Archipel, en op het vaste land van Indie, en op Ceylon, elkanders onderdanen ten handel toetelaten op den voet der meest begunstigde natie; wel verstaande dat de wederzydsch,

selves to the local regulations of each settlement.

onderdanen zich zullen gedragen overeenkomstig de plaatselyke verordeningen vaan elke bezitting.

2. The subjects and vessels of one nation shall not pay, upon importation or exportation, at the ports of the other in the Eastern Seas, any duty at a rate beyond the double of that at which the subjects and vessels of the nation to which the port belongs, are charged.

2. De onderdanen en schepen van de eene natie zullen, by den in-en uitvoer in en van de havens der andere in de Oostersche zeeen, geene regten betalen hooger dan ten bedrage van het dubbelde van die, waarmede de onderdanen en schepen der natie aan welke de haven toebehoort, belast zyn.

The duties paid on exports or imports at a British port, on the continent of India, or in Ceylon, on Dutch bottoms, shall be arranged so as, in no case, to be charged at more than double the amount of the duties paid by British subjects, and on British bottoms.

De regten voor den in-of uitvoer met Nederlandsche bodems, in eene Britische haven, op het vaste land van Indie, of op Ceylon, bataald wordende zullen in dezer voege worden gewyzigd, dat deswege, in geen geval, meer berekend worde dan het dubbelde der regten door Britische onderdanen, en voor Britishche bodems, te betalen.

In regard to any article upon which no duty is imposed, when imported or exported by the subjects, or on the vessels, of the nation to which the port belongs, the duty charged upon the subjects or vessels of the other, shall, in no case, exceed 6 per cent.

Met betrekking tot die artikelen op welke, geen regt gesteld is, wanneer zy worden in-of uitgevoerd door de onderdanen of in de schepen der natie aan welke de haven toebehoort zullen de regten aan de onderdanen der andere opteleggen, in geen geval, meer bedragen dan 6 ten honderd.

3. The High Contracting Parties engage, that no Treaty hereafter made by either, with any native power in the Eastern Seas, shall contain any article tending, either expressly, or by the imposition of unequal duties, to exclude the trade of the other party from the ports of such native power: and that if, in any Treaty now existing on either part, any Article to that effect has been admitted, such Article shall be abrogated upon the conclusion of the present Treaty.

3. De Hooge Contracterende Party en beloven dat geen Tractaat, voortaan door een derzelve met eenigen Staat in de Oostersche zeeen te maken, eenig Artikel behelsen zal, strekkende, het zy door oplegging, van ongelyke regten, om den koophandel der andere Party van de havens van zoodanigen inlaudschen Staat uittesluiten, en dat, by aldien in eene der thans aan weerskanten bestaande overeenkomsten, eenig Artikel met die bedoeling is opgenomen, geworden zoodanig Artikel, by het sluiten des tegenwoordigen tractaats, buiten effect gesteld worden

It is understood that, before the conclusion of the present Treaty, communication has been made by each of the Contracting Parties to the other, of all Treaties or Engagements subsisting between each of them, respectively, and any native power in the Eastern Seas; and that the like communication shall be made of all such Treaties concluded by them respectively hereafter.

Over en weder is verstaan dat, voor het sluiten van dit Tractaat, door elke der Contracterende Partyen aan de andere mededeeling is gedaan van alle tractaten of verbindtenissen tusschen dezelve respectievelyk en eenige Inlandsche Regering in de Oostersche zeen bestaande, en dat geleke mededeeling geschieden zalvanal zoodanige verbindtenissen, in het vervolg, door dezelve respectivelyk aantegaan.

4. Their Britannic and Netherland Majesties engage to give strict orders, as well to their Civil and Military Authorities, as to their ships of war, to respect the freedom of trade, established by Articles 1, 2, and 3; and, in no case, to impede a free communication of the natives in the Eastern Archipelago, with the ports of the two Governments, respectively, or of the subjects of the two Governments with the ports belonging to native powers.

4. Hunne Groot Britannische en Nederlandsche Majesteiten beloven stellige bevelen te geven, zoo well aan hunne burgerlyke en militaire beambten, als ann hunne oorlogschepen, om de vryheid van handel, by Art. 1, 2, en 3 vastgesteld, te eerbiedigen en, in geen geval, hinder tœtebrengen aan de gemeenschap der inboorlingen van den Oostersche Archipel met dehavens der twee Gouvernementen respectievelyk noch aan die der wederzydsche onderdanen met de havens toebehorende ann Inlandsche Regeringen.

5. Their Britannic and Netherland Majesties, in like manner engage to concur effectually in repressing piracy in those seas: they will not grant either asylum or protection to vessels engaged in piracy, and they will, in no case, permit the ships or merchandise captured by such vessels, to be introduced, deposited, or sold, in any of their possessions.

5. Hunne Groot Britannische en Nederlandsche Majesteiten verbinden zich, in gelyker voege, om krachtdadig bytedragen tot het beteugelen der zeerovery in die zeeen. Zy zullen geene schuilplaats of bescherming verleenen ann vaartuigen met welken zeeroof bedreven wordt, en zullen in geen gevel, veroorloven dat schepen of goederen, door zulke vaartuigen buit gemaakt, in eenige van hunne bezittingen ingevoerd, bewaard, of verkocht worden.

6. It is agreed that orders shall be given by the two Governments to their officers and agents in the East, not to form any new settlement on any of the islands in the Eastern seas, without previous authority from their

6. Er is overeengekomen dat door beide Gouvernementen aan hunne officieren en agenten in Oost Indie bevel zal worden gegeven om geen nieuw kantoor op een der Oosterche Eilanden opterigten, zonder vooraf

respective Governments in Europe.

7. The Molucca islands, and especially Amboyna, Banda, Ternate, and their immediate dependencies, are excepted from the operation of the 1, 2, 3 and 4 Articles, until the Netherland Government shall think fit to abandon the monopoly of spices; but if the said Government shall, at any time previous to such abandonment of the monopoly, allow the subjects of any power other than a native Asiatic power, to carry on any commercial intercourse with the said islands, the subjects of His Britannic Majesty shall be admitted to such intercourse, upon a footing precisely similar.

8. His Netherland Majesty cedes to His Britannic Majesty all His establishments on the continent of India; and renounces all privileges and exemptions enjoyed or claimed in virtue of those establishments.

9. The factory of Fort Marlborough, and all the English possessions on the Island of Sumatra, are hereby ceded to His Netherland Majesty: and His Britannic Majesty further engages that no British settlement shall be formed on that island, nor any Treaty concluded by British authority, with any native Prince, Chief, or State therein.

10. The town and fort of Malacca, and its dependencies, are hereby ceded to His Britannic Majesty; and His Netherland

gaande magtiging van hunne respectieve Gouvernementen in Europa.

7. Van de toepassing der Artikelen 1, 2, 3, en 4, worden de Moluksche Eilanden, en speciaal Ambon, Banda, en Ternate, met derzelver onmiddelyke onderhoorigheden uitgezonderd, tot tyd en wyle het Nederlandsch Gouvernement raadzaam oordeelen zal van den alleenhandel in speceryen aftezien; maar zoo dit Gouvernement immer, voor zoodanige afschaffing van den alleenhandel, aan de onderdan en van eenige mogendheid, anders dan een inlandschen Aziatischen Staat, veroorlooven mogt eenig handelsverkeer met die eilanden te onder-houden, zullen de onderdanen van Zyne Britsche Majesteit op een volstrekt gelyken voet tot zoodanig verkeer worden toegelaten.

8. Zyne Majesteit de Koning der Nederlanden staat aan Zyne Groot Britannische Majesteit af, alle zyne etablissementen op het vaste land van Indie, en ziet van alle voorregten en vrystellingen af, welke, ter zake vyn deze establissementen, genoten, of gereclameerd geworden zyn.

9. De factory van fort Marlborough, en al de bezittingen van Groot Britanje op het eiland Sumatra, worden by dezen afgestaan aan Zyne Majesteit den Koning der Nederlanden, en zyne Groot Britannische Majesteit beloofd, dat op dat eiland geen Britsch kantoor zal worden opgerigt noch eenig Tractaat onder Britsch gezag gesloten met eenigen der inlandsche vorsten, opperhoofden, of staten op hetzelve gevestigd.

10. De stad en vesting van Malakka met derzelver onderhoorigheden worden by dezen afgestaan aan Zyne Groot

Majesty engages for himself and his subjects, never to form any establishment on any part of the Peninsula of Malacca, or to conclude any Treaty with any native Prince, Chief, or State herein.

Britannische Majesteit, en Zyne Majestiet, de Koning der Nederladen belooft, voor zich en voor zyne onderdanen, mimmer of eenig gedeelte van het Schiereiland van Malakka een kantoor te zullen oprigten, of Tractaten te zullen sluiten met eenigen der inlandsche vorsten, of staten op dat Schiereiland gevestigd.

11. His Britannic Majesty withdraws the objections which have been made to the occupation of the island of Billiton and its dependencies by the agents of the Netherland Government.

11. Zyne Groot Britannische Majesteit ziet af van alle vetoogen tegen het bezetten van bet eiland Billiton en desselfs onderhoorigheden door de agenten van Het Nederlandsch Gouvernement.

12. His Netherland Majesty withdraws the objections which have been made to the occupation of the island of Singapore, by the subjects of His Britannic Majesty.

12. Zyne Majesteit de Koning der Nederlanden ziet af van alle vertoogen tegen het bezetten van het eiland Sinkapoer door de onderdanen van Zyne Groot Britannische Majesteit.

His Britannic Majesty, however, engages, that no British establishment shall be made on the Carimon isles, or on the islands of Battam, Bintang, Lingin, or on any of the other islands south of the straits of Singapore, nor any Treaty concluded by British authority with the chiefs of those islands

Daarentegen belooft Zyne Groot Britannische Majesteit dat geen Britsch kantoor zal worden opgerigt op de Carimons Eilanden, of op de eilanden Battam, Bintang, Lingin, of op eenig der anderen eilanden liggende ten zuiden van straat Sinkapoer, en dat met derzelver opperhoofden geene Tractaten onder Britsch gezag gesloten zullen worden.

13. All the colonies, possessions, and establishments which are ceded by the preceding Articles, shall be delivered up to the officers of the respective Sovereigns on the 1st of March 1825. The fortifications shall remain in the state in which they shall be at the period of the notification of this Treaty in India; but no claim shall be made, on either side, for ordnance or stores of any description, either left or removed by the ceding Power, nor for any arrears of revenue, or any charge of administration whatever.

13. Al de Kolonien, bezittingen, en etablissementen die, by de vorenstaande Artikelen worden afgestaan, zullen aan de officieren der respectieve Souvereinen overgegeven worden op den Isten Maart, 1825. De vestingen zullen blyven in den toestand in welke zy zich zullen bevinden ten tyde van het bekend worden des tegen woordigen Tractaats in Indie, doch geene vordering zal, noch aan de eene noch aan de andre zyde, geschieden ter zake, het zy van geschut of behoeften van eenigen aard, door de afstaande

mogendheid of achtergelaten of mede genomen, het zy van achterstallige inkomsten, of van lasten van het bestuur, hoe ook gennamd.

14. All the inhabitants of the territories hereby ceded shall enjoy for a period of 6 years from the date of the ratification of the present Treaty* the liberty of disposing, as they please of their property, and of transporting themselves, without let or hindrance, to any country to which they may wish to remove.

14. Al de ingezetenen van de landen by dezen afgestaan, zullen, gedurende den tydvan 6 jaren, te rekenen van de ratificatie van het togenwoordig Tractaat,* de vryheid hebben em, naar welgevallen, over hun eigendom te beschikken, en rich, zonder hinder of belet, te begeven werwaarts zy zullen goedvinden.

15. The High Contracting Parties agree that none of the territories or establishments mentioned in Articles 8, 9, 10, 11 and 12, shall be at any time transferred to any other Power. In case of any of the said possessions being abandoned by one of the present Contracting Parties, the right of occupation thereof shall immediately pass to the other.

15. De Hooge Contracterende Party en komen overeen, dat geen der landen of establissementen by Artikelen 8, 9, 10, 11, en 12, vermeld, immer aan eenige andere mogendheid zal mogen overgedragen worden. In goval dat eenige dier bezittingen door eene der thans Contracterende Partyen verlaten wordt, zullen hare regten tot dezelve ommiddelyk op de andere party overgaan.

16. It is agreed that all accounts and reclamations, arising out of the restoration of Java, and other possessions, to the officers of His Netherland Majesty in the East Indies,—as well those which were the subject of a Convention made at Java on the 24th of June, 1817, between the Commissioners of the two nations, as all others shall be finally and completely closed and satisfied, on the payment of the sum of £100,000, to be made in London, on the part of the Netherlands before the expiration of the year 1825.

16. Er is overeengekomen dat alle rekeningen of vorderingen voortgesproten uit de teruggave van Java en andere establissementen aan de officieren van Zyne Majesteit den Koning der Nederlanden in Oos-Indie, zoo wel die welke het ondert werp hebben uitgemaakt eener Conventie op Java den 24sten Juni, 1817, tusschen de kommissarissen der beide natien gesloten, als alle andere hoe ook gennamd, finaal, en ten volle afgedaan zullen zyn, behoudens de betaling eener som van £100,000 van den kant der Nederlanden, te bewerkstelligen in London voor het einde van het Jaar 1825.

* The Ratifications were exchanged in London, 8th June, 1824.

* Ratifications were exchanged in London 8th June, 1824.

17. The present Treaty shall be ratified, and the ratifications exchanged at London, within 3 months from the date hereof, or sooner if possible.

In witness whereof, the respective Plenipotentiaries have signed the same, and affixed thereunto the seals of their arms.

Done at London, the 17th day of March, in the year of our Lord, 1824.

GEORGE CANNING.

C. W. W. WYNN.

H. FAGEL.

A. R. FALCK.

17. Het tegenwordige Tractaat zal worden geratificeerd, en de ratificatien zullen worden uitgewisseld te London binnen 3 maanden na dato dezes, of eerder indien mogelyk.

Ten oorkonden dezes hebben de respectieve Plenipotentiarissen deze getekend en met het zegel hunner wapenen bekrachtigd.

Aldus gedaan te London den 17 Maart, in het jaar onzes heerren, 1824.

H. FAGEL.

A. R. FALCK.

GEORGE CANNING.

C. W. W. WYNN.

No. XIX.

DEED for the transfer of CHINSURAH,—1825.

Whereas in pursuance of a Treaty concluded between His Majesty the King of the United Kingdom of Great Britain and Ireland and His Majesty the King of the Netherlands at London on the 17th March 1824, the Settlement of Chinsurah and the Territory appertaining thereto has been ceded to the British Government: Be it known that I, B. C. D. Bouman, constituted by His Excellency the Secretary of State, Governor General in Council at Batavia as Commissioner on the part of the Netherlands Government to cede the Settlement aforesaid, accordingly restore to W. H. Belli and D. C. Smyth, nominated by the Right Hon'ble the Governor General in Council at Calcutta, Commissioners on the part of British Government, the possession of the Town and Territory of Chinsurah aforesaid of His Majesty the King of the Nether-

Nademaal ten gevolge van het tractaat gesloten te London op den 17den Maart 1824, tusschen zyne Majesteit de Koning der Nederlanden & Zyne Majestiet de Koning van het Vereenigde Koningryke van Groot Britanje & Ireland de Nederlandsche bezittingen te Chinsurah aan de vaste kust van India zyn afgestaan aan het Britische Gouvernement Zy het een iegelyk bekend dat ik B. C. D. Bouman tot de overgave van voorschreve bezittingen van wegen het Nederlandsche Gouvernement door Zyne Exellencie den Secretaris van Staat Gouverneur Generaal in Rade te Batavia als Kommissaris benoemd & gekwalificeerd, dezelve mits deze op de kragtigste wyze overgeve aan W. H. Belli and David Carmichael Smyth van wegen het Britische Gouvernement

lands on the Continent of India, and do hereby declare to have ceded and delivered up the same according to the limits thereof, and we W. H. Belli and D. C. Smyth in our aforesaid capacity in the name and on behalf of His Britannic Majesty acknowledge to have received from said B. C. D. Bouman, Commissioner on behalf of the Netherlands Government, the said Town and Territory of Chinsurah.

door Zyne Excellencie den Gouverneur Generaal in Radr te Calcutta als Kommissarissen tot de overnaam geconstitueerd, & erkenen wy W.. H. Belli & D. C. Smyth in voorschreven onze kwaliteit voor & van wegens & namens het Britische Gouvernement mits deze ontvangen te hebben van de Kommissaris B. C. D. Bouman voornoemd de voorschreve Nederlandsche bezittingen te Chinsurah aan de vaste wal van India.

It witness whereof I the said B. C. D. Bouman for and on behalf of the Netherlands Government and we the said W. H. Belli and D. C. Smyth for and on behalf of the British Government have hereunto respectively subscribed our names and fixed our seals this day, Saturday, the seventh day of May, one thousand eight hundred and twenty-five.

Waarvan ten bewyze ik B. C. D. Bouman voor and van wegen het Nederlandsche Gouvernement, and wy W. H. Belli, & D. C. Smyth voor and van wegen het Britische Gouvernement wy onze namen & zegels respectivelyk hebben ter neder gesteld op Zaturdag den zevenden Mei des jaars een duizend agt hondered vyf & twintig.

W. H. Belli,
Commissioner.

D. C. Smyth,
Commissioner.

B. C. D. Bouman,
Nederlandsche Kommissaris.

De Nederlandsche Kommissaris.

B. C. D. Bouman.

W. H. Belli,
Commissioner.

D. C. Smyth,
Commissioner.

No. XX.

Deed tor the transfer of the Netherlands possessions at Fultah,—1825.

Whereas in pursuance of a Treaty concluded between His Majesty the King of the United Kingdom of Great Britain and Ireland and His Majesty the King of the Netherlands at London on the 17th March 1824, the Netherlands possessions at Fultah has been to the British Government: Be

Nademaal ten gevolge van het tractaat gesloten te London op den 17den Maart 1824, tusschen zyne Majestiet de Koning der Nederlanden an zyne Majesteit de Koning van het Vereenigde Koningryke van Groot Britanje en Ireland de Nederlandsche bezittingen te Fulta

it known that I, F. W. Van As constituted by the Hon'ble B. C. D. Bouman, Esquire, Commissioner on the part of the Netherlands Government to cede the Netherlands possessions aforesaid, accordingly restore to J. Master and T. Plowden nominated by the Right Hon'ble the Governor General in Council at Calcutta, Commissioners on the part of the British Government, the possession of the Netherlands possessions aforesaid of His Majesty the King of the Netherlands on the Continent of India, and do hereby declare to have ceded and delivered up the same according to the limits thereof, and we, J. Master and T. Plowden, in our aforesaid capacity in the name and on behalf of His Britannic Majesty, acknowledge to have received from said F. W. Van As Commissioner on behalf of the Netherlands Government, the said Netherlands possessions at Fultah.

aan de vaste kust van Indie zyn afgestaan aan het Britsche Gouvernement, Zy het een eigelyk bekend dat ik F. W. Van As tot de overgeve van voorschrevene bezittingen van wagen het Nederlands Gouvernement te Chinsurah door den Wel Ed Gestr. Heer. B. C. D. Bouman als Kommissaris benoemed en gequalificcerd dezelve mits deze op de Kragtigste wyze overgeve aan J. Master en T. Plowden van wegen het Britische Gouvernement door zyne Excellencie den Gouverneur Generaal in Rade te Calcutta als Kommissarissen tot de overnaam geconstituerd, en erkennen wy J. Master en T. Plowden in voorschreve onze qualitaten voor en van wegens in namens het Britische Gouvernement mits deze outvangen te hebben van de Kommissaris F. W. Van As voornoemd de Nederlandsche bezittingen te Fulta aan de vaste wal van Indie.

In witness whereof I, the said F W. Van As, for and on behalf of the Netherlands Government and we, the said J. Master and T. Plowden, for and on behalf of the British Government have hereunto respectively subscribed our names and fixed our seals this day, Wednesday, the eighteenth May one thousand eight hundred and twenty five.

Waar van ter gewyze ik F. W. Van As voor en van wegen het Nerderlandsche Gouvernement en wy J. Master en F. Plowden voor en var wegen het Britische Gouvernement onze namen en zegels respectivelyk hebben ter nedergesteld op heden Woensdag den agtiende Mey des Jaars een duyzend agt ronderd vyfxen twintig.

J. Master,
Magt., 24-Pargunnahs.

T. Plowden,
Collr., 24-Pergunnahs.

F. W. Van As,
Netherlands Commr.

F. W. Van As,
Netherland Commr.

John Master,
Magt., 24-Pergunnahs.

T. Plowden,
Collr., 24-Pergunnahs.

No. XXI.

DEED for the transfer of the NETHERLANDS possessions at CALCAPORE,—1825.

Whereas in pursuance of a Treaty concluded between His Majesty the King of the United Kingdom of Great Britain and Ireland and His Majesty the King of the Netherlands, at London on the 17th March 1824, the Netherlands possessions at Calcapore has been ceded to the British Government. Be it known that I, C. F. Fransz, constituted by the Honourable B. C. D. Bouman, Esq., Commissioner on the part of the Netherlands Government to cede the Netherlands possession aforesaid, accordingly restore to F. Magniac and H. T. Travers nominated by the Right Honourable the Governor General in Council at Calcutta Commissioners on the part of the British Government the possession of the Netherlands possessions aforesaid of His Majesty the King of the Netherlands on the continent of India and do hereby declare to have ceded and delivered up the same according to the limits thereof, and we, F. Magniac and H. T. Travers, in our aforesaid capacity in the name and on behalf of His Britannic Majesty, acknowledge to have received from said C. F. Fransz Commissioner on behalf of the Netherlands Government, the said Netherlands possessions at Calcapore.

In witness whereof I, the said C. F. Fransz, for and on behalf of the Netherlands Government and, we, the said F. Magniac and H. T. Travers, for and on behalf of the British Government, have hereunto respectively subscribed our names and fixed our Seals this day, Wednesday, the first of June

Nademaal ten gevolge van het Tractaat gesloten te London op den 17den Maart 1824, tusschen Zyne Majesteit de Koning der Nederlanden en Zyne Majesteit de Koning van het Vereenigde Koningryke van Groot Britanje en Ireland de Nederlandsche bezittingen te Calcapoer aan de vaste kust van India zyn afgestaan aan het Britsche Gouvernement.—Zy het een iegelyk bekend dat ik C. F. Fransz tot de overgave van voorschreve bezettingen van wegen het Nederlandsche Gouvernement te Chinsurah door den Wel Edele Geste. Heer B. C. D. Bouman als Kommissaris benoemd en gekwalificeerd dezelve mitsdeze af de kragtigste wyze overgeve aan F. Magniac en H. T. Travers van wegen het Britsche Gouvernement door Zyne Excellentie den Gouverneur Generaal en Rade to Calcutta als Kommissarissen tot de overnaam ge constitueerd and erkennen wy F. Magniac en H. T. Travers in voor schreve onze Kwaliteiten voor & van wegens en namens het Britische Gouvernement mitsdeze ontvangen to hebben van de Kommissaris C. F. Fransz voornoemd de voorschreve Nederlandsche bezittingen te Calcapoer aan de vaste wal van India.

Waar van ten gewyze ik C. F. Fransz voor & van wegen het Nederlandsche Gouvernement & wy F. Magniac & H. T. Travers voor en van wegen het Britsche Gouvernement onze namen en zegels respectivelyk hebben ter neder gesteld up Woonsdag den erste Juny des

one thousand eight hundred and twenty-five.

J. MAGNIAC,
Commissioner.

H. T. TRAVERS,
Commissioner.

C. F. FRANSE,
De Nedl. Kommissaris.

Jaars een duizend agt honderd & vyfen twintig.

C. F. FRANSZ,
De Nedl. Kommissaris.

J. MAGNIAC,
Commissioner.

H. T. TRAVERS,
Commissioner.

No. XXII.

DEED for the transfer of the NETHERLANDS possessions at DACCA,—1825.

Whereas in pursuance of a Treaty concluded between His Majesty the King of the United Kingdom of Great Britain and Ireland and His Majesty the King of the Netherlands at London on the 17th March 1824, the Netherlands possessions at Dacca has been ceded to the British Government. Be it known that I, F. W. Van As constituted by the Hon'ble B. C. D. Bouman, Esq., Commissioner on the part of the Netherlands Government, to cede the Netherlands possessions aforesaid accordingly restore to C. Dawes and L. Magniac nominated by the Right Hon'ble the Governor General in Council at Calcutta, Commissioners on the part of the British Government, the possession of the Netherlands possessions aforesaid of His Majesty the King of the Netherlands on the Continent of India, and do hereby declare to have ceded and delivered up the same accordingly to the limits thereof, and we, C. Dawes and L. Magniac in our aforesaid capacity in the name and on behalf of His Britannic Majesty

Nandemaal ten gevolge van het Tractaat gesloten te London op den 17den Maart 1824, tusschen Zyne Majesteit de Koning der Nederlanden en Zyne Majisteit de Koning van het Vereenigde Koningryke van Groot Britanje en Ireland de Nederlandsche bezittingen te Dacca aan de vaste kust van Indie zyn afgestaan aan het Britische Gouvernement—Zy het een eigelyk bekend det ik F. W. Van As tot de overgave van voorschreve bezittingen van wegen het Nederlandsche Gouvernement te Chinsurah door den Wel Edele Gestrenge Heer B. C. D. Bouman als Kommissaris genoemd en gekwalificeerd, dezelve mits deze op de kragtigste wyze overgeve aan C. Dawes en L. Magniac van wegen het Britsche Gouvernement door syne Excellentie den Gouverneur Generaal in Rade te Calcutta als Kommissarissen tot de overnaam geconstitueerd, en erkennen wy C. Dawes en L. Magniac in voor schreve onze qualiteiten voor

acknowledge to have received from said F. W. Van As, Commissioner on behalf of the Netherlands Government, the said Netherlands possessions at Dacca.

en van wegens en namens het Britische Gouvernement mits deze ontvangen te hebben van de Kommissaris F. W. Van As voornoemd de voorschreve Nederlandsche bezit tingen te Dacca aan de vaste wal van Indie.

In witness whereof I, the said F. W. Van As, for and on behalf of the Netherlands Government and we, the said C. Dawes and L. Magniac, for and on behalf of the British Government have hereunto respectively subscribed our names and fixed our seals this day, Tuesday, the 14th June 1825.

Waarvan ten be wyze ik F. W. Van As voor and van wegen het Nederlandsche Gouvernement en wy C. Dawes en L. Magniac voor en van wegen het Britische Gouvernement wy onze namen en zegels respectivelyk hebben ter nedergesteld op heden den vierteende Juny 1825.

C. DAWES,
Commissioner.

L. MAGNIAC,
Commissioner.

F. W. VAN AS,
Netherl. Kommr.

F. W. VAN AS,
Nedel. Kommissaris.

C. DAWES,
Commr.

L. MAGNIAC,
Commr

No. XXIII.

CONVENTION between the GOVERNMENTS of MADRAS and PONDICHERRY for the renewal of the CONVENTION of 13th May 1818,—1837.

CONVENTION PASSE ENTRE le GOUVERNEMENT de PONDICHERY et CELUI de MADRAS POUR le RENOUVELLEMENT de CELLE du 13 MAI 1818,—1837.

Concluded between His Excellency the Marquis de Saint Simon, Major General, Peer of France, Great officer of the Royal Order of the Legion of Honour, Governor of the French establishments in India, and John Dent, Esquire, Principal Collector of the Southern division of Arcot.

Entre Monsieur le Marquis de Saint Simon, Pair de France, Grand officer de l'ordre royal de la Légion d'honneur, Maréchal des Camps et Armeés du Roi, Gouverneur des Etablissements Français de l'Inde, et John Dent, Esquire, Collecteur Principal de la division du Sud d'Arcat, à été convenu ce qui suit,

ARTICLE 1ST.

The whole of the salt pans situated throughout the French Establishments in India shall continue in a state of inactivity as heretofore.

ARTICLE 1ER.

Toutes les salines situées dans les Etablissements Français de l'Inde contineuront à etre en inactivité comme par le passé.

ARTICLE 2ND.

The French Government guarantee the strict observance of the above stipulation and the further adoption of all such measures as depend upon them for insuring the effectual prevention of the contraband trade in salt.

ARTICLE 2ND.

Le Gouvernement Français garantit la stricte observation de la stipulation ci-dessus et l'adoption ultérieure de toutes les mésures qui seront en son pouvoir pour assurer la prohibition efficace de la contrebande du sel.

ARTICLE 3RD.

The Madras Government engages to pay to the French Government as an indemnification to the proprietors of the salt pans the sum of four thousand star pagodas per annum.

ARTICLE 3RD.

Le Gouvernement de Madras s'engage à payer au Gouvernement Français comme une indemnité pour les propriétaires des salines, la somme de quatre mille pagodes à l'Etoile par année.

ARTICLE 4TH.

The above stipulated sum of four thousand star pagodas per annum shall be paid by quarterly instalments.

ARTICLE 4TH.

La somme stipulée ci-dessus de quatre mille pagodes à l'Etoile par année sera payée par quartier.

ARTICLE 5TH.

The British Government engages to deliver such quantity of salt as shall be requisite for the domestic use and consumption of the inhabitants of the French Settlements in India, the purchase, delivery and subsequent sale of the said quantity being regulated according to the stipulations contained in the Convention of the 7th March 1815.

ARTICLE 5TH.

Le Gouvernement Anglais s'engage à délivrer telle quantité de sel qui sera requise pour l'usage domestique et la consommation des habitans des Etablissemens Français dans l'Inde, l'achat, la livraison et la vente de la dite quantité seront reglés conformémen aux stipulations convenues dans la convention du 7 Mars 1815.

Article 6th.

The expenses incurred for the transport of salt having been hitherto borne equally by the English and French Governments, it is agreed that they shall continue to be so during the present convention.

Article 6th.

Les dépenses faites pour le transport du sel ayant toujours été supportées par moitié par le Gouvernement Français et par le Gouvernement Anglais, il est bien entendu qu'il en sera de meme pendant la durée de la présente convention.

Article 7th.

It shall be optional with either the English or French Government to withdraw from the present convention on giving twelve months' previous notice.

Article 7th.

Il sera facultatif soit au Gouvernement Anglais ou Français de faire cesser la présente convention en donnant avis douze mois à l'avance.

Article 8th.

The present convention shall be ratified with the least possible delay.

Done at Pondicherry this first day of June in the year of our Lord One thousand eight hundred and thirty seven.

J. Dent,
Principal Collector.

Article 8th.

La présente convention sera ratifiée dans le plus court délai.

Fait à Pondichéry le 1er Juin 1837

le Gal Saint Simon.

Ratified by the Government of Fort St. George this eighteenth day of July in the year of Our Lord One thousand eight hundred and thirty-seven.

(By the Right Honourable the Governor in Council.)

S. B. Murray,
Chief Secretary.

Elphinstone.

T. Maitland.

J. Sullivan.

No. XXIV.

Convention with the French Government of Chandernagore,—1839.

Convention for converting into a money payment the supply of salt made to the French Government of

Convention passée pour convertir en une prestation en argent la fourniture de sel faite au Gouverement français

Chandernagore by that of Her Britannic Majesty in India,

between

Monsieur Auguste Bourgoin, Administrator *par Interim* of Chandernagore, with the sanction of His Excellency the Governor of the French Establishments in India, on the one part,

and

the Members of the Board of Customs, Salt, and Opium, with the sanction of the Hon'ble the Governor of Bengal, on the other part.

de Chandernagor par celui de S. M. Britannique dans l'Inde,

Entre

Monsieur Auguste Bourgoin, Admimistrateur par Interim de Chandernagor, procédant avec l'autorisation de Monsieur le Gouverneur des Etablissements français de l'Inde, d'une part,

Et,

MM. les Membres du Comité des Douanes, du Sel et de l'Opium, agissant avec l'autorisation de l'Honorable Gouverneur du Bengale, d'autre part.

A été convenu ce qui suit.

ARTICLE 1.

The French Government of Chandernagore will receive no more salt from the English golahs for the consumption of the said Establishment.

ARTICLE 1.

Le Gouvernement français de Chandernagor ne recevra plus de sel des Golahs anglais pour la consommation du dit Etablissement.

ARTICLE 2.

The inhabitants of Chandernagore shall be at liberty, like the other inhabitants of Bengal, to purchase salt either direct from the golahs of the English Government, or of merchants who supply themselves from the said golahs, according to the established system.

In consequence the French Government engages itself to afford every facility to the sale of salt thus imported into Chandernagore, and not to levy, or permit to be levied by any of its subjects any tax or contribution, direct or indirect, on the import and sale of such salt whether at Chandernagore or in its dependent districts.

ARTICLE 2.

Les habitants de Chandernagor seront libres, comme les autres habitants du Bengale, d'acheter le sel, soit directement des Golahs du Gouvernement anglais, soit, des Marchands qui s'approvisionnent dans les dits Golahs, conformément au systéme établi.

En conséquence, le Gouvernement français s'engage à donner toutes facilités pour la vente du sel ainsi importé à Chandernagor, et à ne prélever ni laisser prélever, par qui que ce soit, aucune taxe ou contribution directe ou indirecte sur l'entrée et la vente du dit sel, tant à Chandernagor que dans les districts qui en dépendent.

ARTICLE 3.

In accordance with the preceding conditions the Government of Bengal engages itself to pay to M. the Administrator of Chandernagore a sum of twenty-thousand Company's Rupees per annum.

This payment shall be made every six months at the rate of ten thousand rupees for each six months, and shall commence from the first day of August 1839.

ARTICLE 3.

Par suite des conventions qui précédent, le Gouvernement du Bengale s'engage à payer à M. l'Administrateur de Chandernagor une somme de vingt mille Roupies de Compagnie par an.

Ce payement aura lieu par moitié de semestre en semestre à partir du jour où la présente Convention recevra son exécution.

ARTICLE 4.

The above stipulated payment being in consequence of the revenue which the consumption of salt at Chandernagore will produce to the English Government, the French authorities shall assist the English Government in its realization, and use its power to prevent any contravention of the present Treaty, whether through importations of salt by sea or through any other means.

ARTICLE 4.

Le payment ci-dessus stipulé étant la conséquence du revenu que la consommation du sel à Chandernagor produira au Gouvernement anglais, les autorités françaises aideront l'administration anglaise à réaliser ce produit et tiendront la main à ce qu'il ne soit commis aucune contravention au présent Traité par des importations du sel, soit par mer, soit par tout autre moyen.

ARTICLE 5.

It shall be allowable to either of the contracting parties by a notice given at the least one year in advance to re-establish the old order of things, under which the French Government receiving from the English golahs the salt necessary for consumption by the inhabitants of Chandernagore shall make its own profit thereby, as has been done hitherto.

ARTICLE 5.

Il sera loisible à chacune des parties contractantes, moyennant avis donné au moins une année à l'avance, de rétablir l'ancien order des choses, d'après lequel le Gouvernement français recevant des Golahs anglais le sel nécessaire à la consommation des habitans de Chandernagor le fera débiter à son profit, comme par le passé.

ARTICLE 6.

The present Treaty shall be in force on and after the 1st August 1839.

ARTICLE 6.

L'époque à laquelle le présent Traité commencera à etre exécuté est fixée au 1er août 1839.

ARTICLE 7.

The present convention shall be subject to the approval of His Excellency the Governor of the French Establishments in India and to that of the Right Hon'ble the Governor General of the British possessions, and ultimately to the confirmation of the French Government and of the English Government in Europe; and in case of its not being approved by the said Governments, the old order of things will be reverted to as soon as possible, without the notice of one year in advance, as provided in Article 5.

ARTICLE 7.

La présente Convention sera soumise à l'approbation de M. le Gouverneur des Etablissements français de l'Inde et à celle de M. le Gouverneur Genéral des possessions britanniques, et ultérieurement à la confirmation du Gouvernement français et du Gouvernement anglais en Europe, et dans le cas ou elle ne serait pas approuvée par les dits Gouvernements, on reviendra à l'ancien état des choses aussitôt que possible, sans qu'il soit besoin de prévenir un an à l'avance ainsi qu'il a été stipulé par l'Article 5.

H. M. PARKER.

J. TROTTER.

CALCUTTA, 5th July 1839.

AUCKLAND.

AUGT. BOURGOIN.

CHANDERNAGOR, le 12 juillet 1839.

Ratified by the Right Hon'ble the Governor General of India and Governor of Bengal at Simla, this nineteenth day of September one thousand eight hundred and thirty-nine.

T. H. MADDOCK,

Offg Secry. to the Govt. of India, with the Right Hon'ble the Governor-General.

Approuvé la présente Convention.
Pondichéry, le 19 Septembre 1839.
Le Pair de France.
Gouverneur des Etablissements français de l'Inde.

LE GENL. SAINT SIMON.

No. XXV.

TREATY with DENMARK, 22nd February 1845.

VI CHRISTIAN DEN OTTENDE

—AF GUDS NAADE—

Konge til Denmark de Venders og Gothers Hertug til Slesvig, Holsteen, Stormorn, Ditmarsken Lauenborg og Oldenborg.

Gjore Vitterlight At da vi med det Britisk Ostindiske Compagnie ere blevne enige om at afslutte en paa gjensidigen fordeelagtige Grundvolde bygget Tractat angaaende Overdragelsen af vore Etablisementer paa Indiens Fastland til formeldte Compagnie, og dette Qiemed nu er bleven ivoerksat idet en saadan Tractat er bleven afsluttet med Gouverneüren over vore Etablisementer i Indien, Som dertil fra vor side befuldmoegtiget, og General Gouverneüren over Britisk Indien med Raad paa bemoeldte Compagnies Vegne hvilken Tractat der er undertegnet i Calcutta den Toogtyvende Februar dette Aar Ord til andet lyder Saaledes.

Treaty for the transfer of the Danish Settlements on the Continent of India between His Majesty the King of Denmark and the Honorable East India Company, settled by Peter Hanson, Esq., Councillor of State, Governor of His Danish Majesty's Possessions in India, Knight of the Order of Danneborg, in virtue of powers delegated to him on the 30th September 1841, by His Majesty the King of Denmark, and the Governor General of India in Council, Lieutenant General the Right Honorable Sir Henry Hardinge, G.C.B., Governor General of India, the Honorable Frederick Millett, Member of Council, and the Honorable Major-General Sir George Pollock, G.C.B., Member of Council, in virtue of powers delegated to them by the Honorable the Secret Committee of the Court of Directors on the 1st July 1842.

Done in Calcutta, on the 22nd day of February One Thousand Eight Hundred and Forty-five.

In the Name of the Most Holy and Undivided Trinity.

ARTICLE 1.

His Majesty the King of Denmark engages to transfer the Danish Settlements on the Continent of India, with all the public buildings and Crown property thereunto belonging to the Honorable the British East India Company, in consideration of the sum of 12,50,000 (twelve lakhs and fifty thousand) Company's rupees, which sum the Honorable the British East India Company engage to pay, on the ratification of the present Treaty, either in Company's rupees at Calcutta, or by Bills on London at one month's sight in sterling money, at the rate of exchange of two shillings for each rupee, or in such proportion of Cash or Bills, at the above rate, as may be most convenient to the Danish Government.

ARTICLE 2.

The Settlements and Crown property referred to above are :—

(1) The Town of Tranquebar, on the Coromandel Coast, with the districts hereunto belonging for which an annual sum of 2,500 Gold Pardaux, or about 4,000 Company's rupees, is to be paid to the Rajah of Tanjore, and the following buildings and Crown property, *viz.* :—

A.—Fort Dansborg, with buildings therewith connected, and thirteen Brass Guns mounted on the ramparts, and other stores.

B.—The Government House situated opposite to the Fort.

C.—A country residence for the Governor at the village of Porreiar.

D.—A garden, with a bungalow, at the village of Tittaly, possessed by the Governor

E.—A building in the town, with garden adjacent, used as hospital.

F.—A house in the town occupied by the Medical Officer of the Settlement.

G.—A house and office on the beach for the Master Attendant.

H.—Two brick-built godowns.

Besides public roads, bridges, sluices, a number of fruit and other trees, and all other immoveable Crown property of any description whatever, together with such moveable articles as belong to the public offices, or are destined for public use, the furniture and moveables in the Government House not being herein included.

(2) The town of Frederiksnagore or Serampore, in the province of Bengal, comprising 60 biggahs, commonly called Frederiksnagore, and the districts of Serampore, Akna, and Pearapore, for which districts an annual sum of Sicca Rupees 1,601 is to be paid to the Zemindars of Sewraphully, for the time being, with the following public property :—

A.—The Government House.

B.—The Secretary's House and Offices.

C.—The Court-house, with jail annexed.

D.—The Church, commonly called the Danish Church.

E.—The bazar, containing more or less 6 biggahs and 13 cottahs, with a range of godowns on the north side, and two godowns on the west side : the remaining part of the ground being occupied by private godowns, the owners paying an annual ground rent.

F.—Two small brick built guard houses on the banks of the river.

Besides public roads and bridges, a canal from the fields of the village of Pearapore, through adjacent villages, to the river, and all other immoveable Crown property of any description whatever, together with such moveable articles as belong to the public offices, or are destined for public use.

(3) A piece of ground at Balasore, formerly a factory, containing 18 biggahs, 2 cottahs and 12 chittacks of tenanted ground.

ARTICLE 3.

The Church of Zion, and the Mission Churches of Jerusalem and Bethlehem in Tranquebar, the Roman Catholic Church and Chapels at the same place, Roman Catholic Church in Serampore, the Serampore College and the Serampore Native Hospital having been built, or established by private means, these Churches and Institutions, with all their goods, effects, and property, moveable as well as im-

moveable, are belonging to the respective Congregations, Communities, and Societies, and are not therefore included with the present transfer.

ARTICLE 4.

The inhabitants of the aforesaid Settlements, Europeans as well as Natives, who continue to reside within the Settlements, will be placed under the protection of the general Law of British India, and their religious, personal, or acquired rights, as formerly enjoyed under the Danish Government, will be respected as all rights of person or property are throughout British India.

All suits commenced and pending in the Danish Courts at the time the Treaty comes into force, shall be carried on and decided by the same Law as far as altered circumstances will allow.

The same will be observed in all cases of appeal subsequent to the Treaty but no complaint or suit which has been finally settled and decided under the Danish Administration, and not appealed in due time under observance of the rules for appeal then in force, shall be deemed appealable; nor shall it be lawful to bring forward again, subsequently to the conclusion of this Treaty, by petition, complaint or otherwise, such cases as have been already finally determined by competent authority.

ARTICLE 5.

Nothing in the present Treaty shall affect the Trade now carried on, or about to be carried on, by the subjects of His Danish Majesty in the ports of the East Indies, nor shall the Trade be more restricted than it would have been in case His Danish Majesty had continued to possess the Settlements now transferred.

ARTICLE 6.

The Church Missionary Board at Copenhagen for the propagation of the Gospel shall be at liberty to continue their exertions in India for the conversion of the Heathens to the Christian religion, and shall be afforded the same protection by the Government of India as similar English Societies under the general Law of the land; the rights and immunities granted to the Serampore College by Royal Charter, of date 23rd of February 1827, shall not be interfered with, but continue in force in the same manner as if they had been obtained by a Charter from the British Government, subject to the general Law of British India.

ARTICLE 7.

The Danish Government engage to meet all pensionary claims and engagements connected with the aforesaid Settlement, and the East India Company shall not be liable for any such claims or engagements whatever, with the exception of the yearly payments of the soil to the Rajah of Tanjore, and the Zemindar of sewraphully, as mentioned in Article 2.

ARTICLE 8.

All sums not belonging to the Royal Treasury and under the charge of the Court of Wards or of any of the public functionaries of the Danish Government in their official capacity, shall be received by such Public Officer or Officers as the Governor General of India in Council may direct, and shall be carried to account and administered by such Public Officer or Officers in the same manner and under the same rules and responsibility as similar property is administered under the general Law of the land.

ARTICLE 9.

The present Treaty of Nine Articles shall be ratified, and the ratifications exchanged in Calcutta within six months from the date hereof, or sooner if possible.

Done at Calcutta on the Twenty-second day of February, in the year of our Lord One Thousand Eight hundred and Forty-five.

P. HANSON. H. HARDINGE.

F. MILLETT.

GEO. POLLOCK.

SAA ville vi have forestaaende Tractat stadfœstet bekræftet og ratificeret udi alle dens Ord, Punkter Clauseler ligesom vi samme ogsaa herved paa bedste og kraftigste Maade som skee kan for Os og Vore Efterkommere Arvinger og Successorer til den Danske Trone stadfœste bekræfte og ratificere med vort Kongelige Ord lovende og tilsigende at samme af Os og dem troligen fast og urykkeligt skal vorde overholdt efterkommet og fuldbyrdet.

Til ydermere Bekræftelse have vi denne Ratification med vor egen haand underskrevet og ladet vort store kongelige Segl samme vedhænge.

Givet i vor kongelige Residents Stad Kjöbenhavn den Tredivte Mai Aar efter Christi Byrd Eet Tusind Otte Hundred fyrgetyve og fem i vor Regjerings Sjette Aar.

CHRISTIAN, R.

C. CHARLIER FR. BRANTZ. FR. SPONNECK.

OERSTED.

The undersigned having met together for the purpose of exchanging the Ratifications of a Treaty between His Majesty the King of Denmark and the Honorable East India Company for the transfer of the Danish Settlements on the Continent of India, with all the Public Buildings and Crown property thereunto belonging, to the East India Company, in consideration of the sum of 12,50,000,

twelve lakhs and fifty thousand Company's rupees, concluded and signed in Calcutta on the 22nd day of February, in the year of our Lord 1845, and the respective Ratifications of the said Instrument having been carefully perused, the said exchange took place this day in the usual form.

In witness whereof they have signed the present Certificate of Exchange, and have affixed thereto the seals of their Arms.

Done in Calcutta, the Sixth day of October, in the year of our Lord One Thousand Eight Hundred and Forty-five.

On the part of the East India Company.	T. H. MADDOCK. F. MILLETT. C. H. CAMERON.
On the part of His Majesty the King of Denmark.	L. LINDHARD.

No. XXVI.

AGREEMENT made between the FRENCH and BRITISH GOVERNMENTS relative to the limits of the SETTLEMENT of CHANDERNAGORE,—1853.

WHEREAS the mixture of English and French territories, jurisdictions, and other rights belonging to the two Governments, respectively, around the French Settlement of Chandernagore in the East Indies, is the cause of inconvenience to which the Governments of Her Majesty the Queen of the United Kingdom of Great Britain and Ireland and of His Majesty the Emperor of the French are desirous of putting a stop;

ATTENDU que le mélange des territoires anglais et français, et des jurisdictions, et autres droits appartenant aux Gouvernements respectifs, autour de l' etablissement français de Chandernagor dans les Indes Orientales présente des inconvénients auxquels le Gouvernement de Sa Majesté la Reine du Royaume Uni de la Grande Bretagne et d'Irlande et celui de Sa Majesté l'Empereur des Français désirent mettre un terme;

The undersigned, Her Britannic Majesty's Ambassador Extraordinary and Plenipotentiary at Paris, and His Majesty the Emperor's Minister for Foreign Affairs duly authorized by their respective Governments have agreed as follows:

Les soussignés Ambassadeur Extraordinaire et Plenipotentiaire de Sa Majesté britannique à Paris, et Ministre des Affaires Etrangères de Sa Majesté l'Empereur des Français dûment autorisés par leurs Gouvernements respectifs sont convenus de ce qui suit:

1st.—That the limits of the jurisdiction and of all other rights whatever of the French Government on the territory of the French Settlement of Chandernagore in Bengal shall be according to the plan drawn up in common by the respective Commissioners of the two Governments and annexed to the proposition for the settlement of the limits of the French territory at Chandernagore signed provisionally (excepting the reserves contained in it) at Chandernagore on the 4th of September 1852; to the South and West the excavation commonly called the French Ditch, and to the North the same Ditch or the line indicated in the plan by an orange outline.

1er.—Les limites de la juridiction et de tous droits quelconques du Gouvernement français sur le territoire de l'établissement français de Chandernagor en Bengale seront selon les indications du plan dressé de commun accord, par les commissaires respectifs des deux Gouvernements, et annexé un projet de délimitation provisoirement signé, (sauf les réserves que contient ce projet), à Chandernagor le 4 Septembre 1852: au Sud et à l'Ouest, l'excavation appelée le Fosse français, et au Nord, le même fossé ou la ligne indiaquée sur le plan par un liséré orange.

With regard to the boundary to the East or on the side of the river Hooghly, matters shall remain as they are in respect to the jurisdiction or other rights whatsoever of the settlement of Chandernagore, without prejudice to the respective claims of the two Governments.

Quand à la limite de l'Est ou du côté du fleuve Hoogly les choses en resteront, pour la juridiction et autres droits quelconques de l'établissement de Chandernagor, dans l'état actuel, sans préjudice des prétentions respectives des deux gouvernements.

And inasmuch as the section of the boundary above-mentioned from the termination of the ditch to the bank of the river is very intricate and confused owing to the interspersion of the houses of the inhabitants of the two territories; therefore in order to render the boundary as exact and clear as possible, and thus to obviate all future disputes upon the point, pillars of masonry or some other material shall be erected at a joint expense throughout the whole extent of this said portion of the boundary.

Et attendu que la limite ci-dessus énoncée depuis l'extrémité du fossé jusqu'à la rivière, reste très confusée par le pele mele des maisons des habitants des deux territoires, il sera établi, à frais communs, Sur L'étendue de la ligne sus-indiquée, des bornes en maçonnerie on en toute autre matière à fin de rendre cette limite aussi précise et apparente qmplossible et de prévenir par ce moyen toutes contestations ultérieures sur ce point.

2nd.—That, on the one hand, the Government of Bengal shall recognize the exclusive jurisdiction of the French Government over the whole of the

2d.—D'une part, le Gouvernement du Bengale reconnaîtra comme appartenant exclusivement au Gouvernement français la juridiction sur tout

territory included in the limits above described.

3rd.—That, on the other hand, the French Government shall relinquish to the Government of Bengal the jurisdiction which the former now exercises within portions of territory at Goualpara, Cantaporicour, Tonquiponcour, Duplesiepotty, Barasette, situate without the circuit of the Ditch round Chandernagore; and that this cession shall include also the revenue or land rent now collected by the French Government from these said lands amounting annually to a sum of one hundred and eighty rupees one ganda and a half (Rupees 180 1½ ganda) as detailed in the schedule which accompanies the draft of Agreement drawn up at Chandernagore on the 4th of September 1852.

4th.—That, on its side, the Government of Bengal will consent by way of compensation to relinquish to the French Government the annual revenue of thirty-five rupees, fourteen annas five gandas (Rupees 35 14 annas 5 gandas) now collected by the former of the two Governments from the lands dependent on the Talook of Digra and Telinipara which lie to the north of the French Ditch; and further to make a reduction of one hundred and forty-four rupees, one anna, sixteen gandas and a half (Rupees 144 1 anna 16½ gandas) in the annual rent of 3,520 francs or about Rupees 1,466 now paid to the Hooghly Treasury by the Government of Chandernagore as representatives of certain ancient Talookdars.

In witness whereof the undersigned gave signed the present Agreement and

le territoire compris dans les limites ci-dessus indiquées.

3e.—D'autre part, le Gouvernement français cédera au Gouvernement du Bengale, la juridiction sur les portions au territoire dépendant de Goualpara, Cantapoucour, Tonquipoucour, Duplesiepotty, Barasette et situées en dehors du fossé d'enceinte de Chandernagor, et cette cession entraînera celle des revenus de rente foncière ou Cazanas actuellement perçus par le Gouvernement français sur les dits terrains et s'élet vant par an à une somme de cenquatre vingt Roupies, un ganda, et demi (Roupies 180 ganda 1½) d'aprés état détaillé rédigé, de commun accord, à Chandernagor et joint au projet de convention du 4 Septembre 1852

4me.—De son côté, le Gouvernement du Bengale consentira à titre de compensation, à transférer en la possession du Gouvernement français le revenu annuel de trente cinq Roupies quatorze anas, cinq gandas (R. 35 14 a. 5 g.) que perçoit le premier de ces deux Gouvernements sur des terrains en régie dépendant du Talouk de Digra et Telinipara situés au nord du Fossé français, et à diminuer d'une valeur de cent quarante quatre Roupies, un ana, seize gandas et demi (R. 144, 1 a. 16½ g.) le montant de la rente de 3,520 françs ou environ 1,466 Roupies par année que paie actuellement à la trésorerie à Hoogly le Gouvernement de Chandernagor, considéré comme représentant de divers anciens Talookdars.

En foi de quoi les soussignés ont signé le présent arrangement et y ont

have affixed the seals of their Arms thereunto.

Done at Paris the 31st of March 1853.

COWLEY.

apposé le cachet de leurs armes.

Fait à Paris le 31 Mars 1853.

DROUYN DE LHUYS.

PROPOSITIONS of the COMMISSIONERS for the SETTLEMENT of the BOUNDARIES of CHANDERNAGORE.

Proposition of the French and English Commissioners for the Settlement of the limits of the French Territory at Chandernagore.

We, the undersigned—

Pierre Paul Damier Victoria Duffour de Gavardie, Judge, President of the Court of first instance,

Emile Auguste Cort Morvein. Assistant Commissary of Marine,

Commissioner appointed by the Governor of the French establishments in India.

AND

William Erskine Baker, Major in the Corps of Engineers of the Presidency of Fort William,

Samuel Wauchope of the Civil Service of the same Presidency,

Robert Barclay Chapman of the same Civil Service,

Commissioners appointed by the Most Noble the Governor General of India,

Having proceeded jointly and independently to investigate the *de facto* ancient limits of the French Settlement at Chandernagore,

Propositions des Commissaires anglais et français pour la fixation des limites territoriales de Chandernagor.

Nous Soussignés—

William Erskine Baker, Major au Corps des Ingenieurs de la Présidence du Fort William.

Samuel Wauchope du Service Civil de la même Présidence.

Robert Barclay Chapman du même Service.

Commissaires nommés par M. le Gouverneur Général des provinces et possessions anglaises de l'Inde.

ET

Pierre Paul Damien Victorin Duffaur de Gavardie, Juge Président de ler instance.

Emile Auguste Coet Morven. Aide Commissaire de la Marine.

Commissaires nommés par M. le Gouverneur des Etablissemens français dans l'Inde.

D'après les constatations et verifications aux quelles nous avons procédé soit contradictoirement, soit séparément pour reconnaître quelles sont *de facto* les anciennes limites du territoire français de Chandernagor au Bengale.

And having failed to determine, by any sufficient documentary evidence, the existence of any such limits fixed by treaty,

Do hereby agree to recommend to our respective Governments the adoption of the following conditions, *viz.*,

1stly.—That the limits of the jurisdiction of all other rights whatever of the French Government shall be as delineated in the annexed plan, that is to say, that the boundary to the eastward shall be the right bank of the Hooghly river. That the boundary to the southward and westward shall be the excavation commonly called the French ditch. That the boundary to the northward shall be also the said French ditch, or, where the ditch does not exist, the line indicated in the plan by orange edging.

And, inasmuch as the last section of the boundary from the termination of the ditch to the bank of the river is very intricate and confused owing to the interspersion of the houses of the inhabitants of the two territories, therefore, in order to render the boundary as exact and clear as possible and thereto obviate all future disputes upon the point, it has been agreed that in the event of these propositions being definitively sanctioned, pillars of masonry or some other material shall be erected at a joint expense throughout the whole extent of the said portion of the boundary.

2ndly.—That, on the one hand, the Government of Bengal shall recognize the exclusive jurisdiction of the French Government over the whole of the territory included in the circuit above described.

A défaut de documens suffisants sur l'existence de ces limites, telles qu'elles ont pu etre fixées par les traités,

Sommes d'accord de proposer à nos Gouvernement respectifs l'adoption de l'ensemble des conditions suivantes,

1. Que les limites de la juridiction et de tout droit quelconque du Gouvernement français seront selon des indications du plan ci annexé, à l'Est, l'espace jusqu'on peut s'ètendre le mouillage des péniches et bateaux du côté de la rive droite de l'Hougly; au Sud et à l'Ouest, l'excavation appelée le fossé français; et au Nord, le même fossé et la ligne indiquée sur le plan ci annexé par un liséré orange.

Et attendu que cette dernière limite depuis l'extremité du fossé jusqu'à la rivière reste très confusée par le pelemele des maisons des habitants des deux territories, il a été convenu que si le présent projet déchange recevait une sanction definitive il serait établi à frais communs, sur l'étendue de la ligne sus indiquée, des bornes en maçonnerie ou en toute autre matiére à fin de rendre cette limite aussi précise et apparente que possible et de prévenir par ce moyen toutes contestations ultérieures sur ce point.

2. Que d'une part le Gouvernement du Bengale reconnaîtra, comme appartenant exclusivement au Gouvernement français la juridiction sur tout le territoire compris dans les limites cidessus indiquées.

3rdly.—That, on the other hand, the French Government shall relinquish to the Government of Bengal the jurisdiction which the former now exercises within portions of territory at Gowalpara Kontapooka —Jogipookar, Duplapate, Barassette, situate without the circuit above specified, and that this cession will include also the revenue or land rent, now collected by the French Government from the said land amounting annually to a sum of one hundred and eighty rupees, one ganda and a half (Co.'s Rupees 180-0-1½) as detailed in the Schedule which accompanies this Agreement.

4thly.—That on its side, the Government of Bengal will consent by way of compensation to relinquish to the French Government the annual revenue of thirty-five rupees, fourteen annas, five gandas, now collected by the former, from that portion of the Government revenued Mehal of Digra which lies to the North of the French ditch at Telinipara, and, further, to make a reduction of one hundred and forty-four rupees, one anna, sixteen gandas and a half (Co.'s Rupees 144-1-16½) in the annual rent of 3,520 Francs or about 1,466 rupees now paid to the Hooghly treasury by the French Government as representative of certain ancient Talookdars.

The preceding conditions translated into the two languages, English and French, have been drawn up and signed at Chandernagore, this fourth day of September, eighteen hundred and fifty-two.

W. E. Baker.

S. Wauchope.

R. B. Chapman.

3. Que d'autre part le Gouvernement français cédera au Gouvernement du Bengale la juridiction sur les portions du territoire dépendant de Goulapara, Cantapoucour, Jouquipoucour, Duplexipatty, Barassette et situées en dehors du fossé d'enceinte de Chandernagor, et que cette cession entraînera celle des revenus de rente foncière ou cazanas actuellement perçus par le Gouvernement français sur les dits terrains et s'élevant par an à une somme de cent quatre vingts rupies un ganda et demi (180 Rs. 1½ G.) d'après état déraillé joint au présent exposé de conditions.

4. Oue de son côté, le Gouvernement du Bengale consentira, à titre de compensation à transférer en la possession du Gouvernement français le revenu annuel de trente cinq rupies, quatorze anas, cinq gandas (35 Rs. 14 as. 5 gs.) que perçoit celui-la sur des terrains en régie dépendant du talouck de Digra, à Telenipara, situés au nord du fossé français et à diminuer d'une valeur de cent quarante quatre rupies, un ana seize gandas et demi (144 Rs. 1a. 16½ g.) le montant de la rente de 3,520 francs ou environ 1,466 rupies par année, que paie actuellement à la trésorerie d'Hougly, le Gouvernement de Chandernagor, considéré comme représentant de divers anciens Talouckdars.

Les conditions que précèdent traduites dans les deux langues anglaise et française ont été arrêtées et signées à Chandernagor le 4 Septembre 1852.

Paul Gavardie.

Em. Comt Morvem.

We agree to the propositions herein contained except that on the eastern side we consider the boundary of the French territory to extend no further than the right bank of the Hooghly River.

Acceptons, sauf la limite Est que nous estimons devoir être telle que nous l'avons indiqué en nos propositions.

W. E. BAKER.

S. WAUCHOPE.

R. B. CHAPMAN.

EM : COMT MORVEN.

PAUL GAVARDIE.

SCHEDULE OF VILLAGES, etc.

Name of Thana	Name of Mehal.	Names of Ryots.	Area.			Jumma.			REMARKS.
			Bs.	C.	Ch.				
Baraset	Baraset	Seroo Monee Dassee . .	0	14	0	2	4	0	
		Parbutty Shaha . .	0	19	0	2	13	0	
		Moootaram Kaoorah and his wife.	0	4	0	1	8	0	
		Sheik Bucksoo . .	0	14	0	1	1	0	
		Conny Badoocur . .	0	2	0	0	6	0	
		Roheem Badoocur . .	0	6	0	0	12	0	
		Areep Sarang . . .	0	4	0	0	12	0	
		Jagoola Ostagur . .	0	7	0	1	5	0	
		Cassee Nauth Moochee and his wife.	0	9	0	0	15	0	
		TOTAL .	3	19	0	11	12	0	
Jcogee Pookoor	Joogee Pookoor	Netyo Tagore . . .	0	6	0	0	13	0	
		Harakisto Siddanto . .	0	3	0	0	6	0	
		Jago Nauth Moozoomdar .	0	5	0	0	12	0	
		Cassee Ram Soor . .	0	4	0	0	6	10	
		Ram Needhee Nundee .	0	2	0	0	6	0	
		Radha Mohun Nyo . .	0	4	0	0	6	10	
		Mudden Mohun Dula .	0	3	0	0	9	0	
		Madhub Chunder Gyen .	0	5	8	0	10	0	
		Sottakur Doss . . .	0	7	0	1	0	0	
		Radha Nauth Kolea .	0	7	0	1	1	0	
		Narain Doss	0	2	0	0	6	0	
		Tottoo Razoo	0	6	0	0	12	0	
		Ram Soonda Patter . .	0	9	12	0	13	0	
		Groo Churn Nyo . .	0	2	0	0	6	0	
		Ditto . . .	0	7	0	0	12	0	
		Koobur Nyo . . .	0	3	0	8	0	0	
		Radha Mohun Nyo . .	0	2	0	0	6	0	
		Dhurmo Doss Doss . .	0	4	0	0	10	10	
		Bydo Nath Doss . .	0	3	0	0	8	0	
		Luckhicanto Doss . .	0	7	0	0	11	0	
		Cassenauth Coloo . .	0	4	0	0	12	0	
		Ram Persaud Coloo . .	0	5	0	0	10	0	
		Bachoo Sen . . .	0	3	0	0	6	0	
		Luchicant Domo . .	0	5	0	0	6	0	
		Ram Kishoro Choonam .	0	6	0	0	12	0	
		Gopal Choonaree . .	0	6	0	0	14	0	
		Bhoobun Choonaree .	0	5	0	0	9	0	
		Kreepa Ram Choonaree .	0	2	8	0	4	10	
		Bhreegha Choonaree .	0	2	8	0	4	10	
		Anduram Choonaree .	0	2	0	0	6	0	
		Manick Choonaree . .	0	3	0	0	6	0	
		Baucha Ram Choonaree .	0	2	8	0	6	0	
		Koobar Choonaree . .	0	3	0	0	7	0	
		Preetram Choonaree .	0	5	0	0	13	0	
		Bhrugoo Ram Choonaree .	0	3	8	0	13	10	
		Huroa Payeek . .	0	4	8	0	9	0	
		Uckroor Payeek . .	0	6	0	0	9	0	
		Connye Sirdar . . .	0	4	0	0	9	0	
		Mothoor and Groochurn Sirdar.	0	3	8	0	6	0	
		Bhoobun Moochee . .	0	3	8	0	6	0	
		Loke Nauth Bundo . .	0	14	0	1	14	0	

SCHEDULE OF VILLAGES, etc.

Name of Thana.	Name of Mohal.	Names of Ryots.	Area.			Jumma.			Remarks.
			Bs.	C.	Ch.				
Joogee Pookoor	Joogee Pookoor	Raudil Pundit . .	0	11	8	1	8	0	
		Neetye Tacoor . .	0	16	0	2	4	0	
		Rameesur Pundit . .	0	10	0	1	2	0	
		Neetye Tacoor . .	0	14	0	2	0	0	
		Ramdhun Ghose . .	1	0	0	2	9	0	
		Goopee Churn Sircar .	1	3	0	2	8	0	
		Doya Ram Newgee . .	0	10	0	1	4	0	
		Byrub Chunder Dey .	0	10	0	1	6	0	
		Seeboo Persaud Nundee .	1	0	0	2	7	0	
		Cossee Nauth Nundee .	0	18	0	2	0	0	
		Roghoo Nauth Koar .	0	14	0	2	0	0	
		Radha Mohun Nye . .	0	19	0	2	2	0	
		Cossee Sattookur Doss .	0	14	0	2	0	0	
		Cossee and Radha Mohun Dass.	0	11	0	1	9	0	
		Radha Mohun Nye . .	0	12	0	1	6	0	
		Gobind Chunder Nye .	0	8	0	1	2	0	
		Safullee Ram Nye . .	0	11	8	1	7	0	
		Radha Mohun Nye . .	0	6	0	0	6	0	
		Madhub Chunder Gaen .	1	0	0	2	12	0	
		Ditto ditto . .	2	15	0	7	4	5	
		Ditto ditto . .	1	10	0	3	0	0	
		Radha Mohun Nye . .	0	12	0	1	10	0	
		Tunoo and Roghoo Kollea.	0	14	0	2	0	0	
		Sava Ram Doss . .	0	13	0	1	7	0	
		Bydo Nauth Kolea . .	0	18	0	2	4	0	
		Bhrugoo Choonaree . .	0	6	0	1	6	10	
		Gopal Kaorah . . .	1	7	0	3	11	0	
		TOTAL .	30	2	0	81	10	15	
Natooah	Kata Pookoor	Goluck Chunder and Calla Chunder Doss	0	7	0	0	15	0	
		Ramdhun Biswas . .	0	3	0	0	7	0	
		Ditto ditto . .	0	5	0	0	10	0	
		Goluck Chunder Newgee .	0	3	8	0	8	0	
		Ram Mohun Paul . .	0	17	0	2	2	16gs.	
		Baucharam Sahah . .	0	6	8	1	0	10	
		Gopal Chunder Kaorah .	0	7	0	1	1	10	
		Neemy Doss . . .	0	8	0	1	2	0	
		Bydonauth Ghose . .	0	8	0	1	2	0	
		Tilokee and Ragoonauth Koar.	0	4	0	0	9	0	
		Sobasro Ram Pawl . .	0	17	0	2	5	10	
		Mothoor Mohun Koar .	0	9	0	1	5	7	
		Ditto ditto . .	0	4	4	0	11	10	
		Mothoor Mohun, Seddasur and Goluck Chunder Kolea.	0	9	8	1	6	5	
		Dacouree Koar . .	0	2	8	0	5	13	
		Gopal Chunder Koar .	0	8	3	1	2	2¼	
		Sumbho Chunder Koar .	0	8	2	1	2	2¼	
		Radhoo Paul Koar . .	0	8	0	0	14	0	
		Jeebun Koar . . .	0	9	12	1	6	0	
		Ram Soonder Koar . .	0	7	0	1	4	0	
		Ditto ditto . .	0	10	0	1	6	0	

SCHEDULE OF VILLAGES,

Name of Thana.	Name of Mehal.	Names of Ryots.	Area.	Jumma.	Remarks.
			Bs. C. Ch.		
Natoosh	Kata Pookoor	Kulloohur Koar . .	0 3 0	0 8 0	
		Ditto ditto . .	0 4 4	0 11 10	
		Ram Chunder Koar . .	0 12 8	1 12 13½	
		Cartic and Jagonauth Koar	0 11 0	1 12 10	
		Colly Churn Koar . .	1 1 0	3 0 0	
		Ram Soondur and Siddassur Koar.	0 15 0	2 0 0	
		Gunesh Koar and Ram Poramanick.	0 7 12	1 3 10	
		Hulodhur Bundo . .	0 17 14	2 6 10	
		Ditto ditto . .	0 5 0	0 10 10	
		Cassee Nauth Roy . .	0 7 8	1 1 10	
		Moochee Ram Ghose .	0 11 0	1 6 0	
		Ramdhun Moochee . .	0 4 0	0 9 0	
		Kishore Moochee . .	0 2 0	0 4 0	
		Calo Moochee, son of Bacharu Moochee.	0 8 0	1 2 0	
		Bassoo Dil Moochee . .	0 7 0	1 0 0	
		Tiloke Moochee . .	0 2 0	0 4 0	
		Luckey Canto Moochee .	0 2 0	0 4 0	
		Sattokur Manick . .	0 4 0	0 8 0	
		Jitto Moochee . . .	0 6 0	2 1 0	
		Calla Chund Koar . .	0 2 0	0 4 0	
		Rughoonauth Moochee .	0 4 0	0 8 0	
		Ditto ditto . .	0 2 0	0 4 0	
		Persaud Moochee . .	0 6 0	0 11 0	
		Ramchurn Moochee . .	0 2 0	0 6 0	
		Doyaram Moochee . .	0 2 0	0 5 0	
		Gour Sirdar . . .	0 2 0	0 6 0	
		Nur Sing Haree . .	0 2 0	0 6 9	
		Subha Ram Bagdee . .	0 4 0	0 8 0	
		Issur Chunder Roy . .	0 2 0	0 5 0	
		Pores Bewar . . .	0 1 0	0 3 0	
		Ram Mohun Paul . .	0 3 0	0 6 0	
		Sookul Moochee . .	0 5 0	0 7 10	
		Kurpoo Dass . . .	0 5 0	0 13 0	
		Bachoo Dass . . .	0 4 0	0 9 10	
		Jittoo Ghose . . .	1 13 0	3 14 0	
		Bugoban Ghose . .	0 5 0	0 10 0	
		Ditto Jalkur . .	..	0 14 0	
		Kisto Persaud Chowdry .	8 19 0	3 0 0	
		Safullee Ram Sing . .	0 16 0	2 2 0	
		Comul Dass . . .	0 17 0	1 8 0	
		Ram Persaud Soor . .	0 7 8	1 0 0	
		TOTAL .	31 13 10	65 12 11½	
Thana Beebur-haut.	Dasspoor	Rassool Khan . . .	0 11 0	1 8 0	
		Ramdhun Chuckerbutty .	0 12 0	1 3 4	
		Joydeb Mullick . .	3 2 0	5 12 15	
		Dilco Mochulman . .	0 18 8	1 14 6	
		Moochee Khan . .	0 18 0	1 14 18gs.	
		Issur Chunder Nayeek .	0 1 4	0 3 0	
		Connye Moochee . .	0 1 0	0 4 0	
		Narain Dass . . .	0 4 0	0 6 0	

SCHEDULE OF VILLAGES, etc.

Name of Thana.	Name of Mehal.	Names of Ryots.	Area.			Jumma.			Remarks.
			Bs.	*C.*	*Ch.*				
Thana Beeburhaut.	Daaspoor	Seikh Pachoo . . .	0	3	0	0	4	0	
		Kader Hosein Sirbarukar Seikh Pachoo.	0	2	0	0	4	0	
		Dabee Mullick . .	0	1	0	0	9	8	
		Bhuruth Ruckhit . .	0	2	0	0	3	0	
		Sheikh Delanund . .	0	5	8	0	9	12	
		Do. Finoo Ostaghur .	0	4	8	0	9	12	
		Do. Assanoo . .	0	2	0	0	3	4	
		Naba Kartic Moochee .	0	1	0	0	4	0	
		Gorah and Soobul Moochee	0	2	0	0	3	0	
		Jagote Chunder Doss .	0	4	0	0	9	12	
		Lall Mohun Bytee . .	0	5	4	0	9	0	
		Mungul Moochee . .	0	5	0	0	8	0	
		Doorga Ram Moochee .	0	2	0	0	3	0	
		Sooda Ram Moochee .	0	2	0	0	2	10	
		My Armar . . .	0	3	0	0	6	0	
		Jogote Chunder Doss .	0	18	0	2	3	0	
			9	16	0	20	12	15gs.	
		For Baraset . .	3	19	0	11	12	0	
		„ Joogee Pookoor .	30	2	0	81	10	5	
		„ Kanta Pookoor .	31	13	10	65	12	11½	
		„ Dass Pookoor .	9	16	0	20	12	15	
		TOTAL .	75	10	10	180	0	1½	

No. XXVII.

SANAD conferring the title of NAWAB BAHADUR OF MOORSHEDABAD upon NAWAB ALI KUDR SYAD HASSAN ALI MIRZA OF MOORSHEDABAD,—1882.

I hereby confer upon you the title of "Nawab Bahadur of Moorshedabad", and direct that the said title shall, on your demise, descend to, and be held by, your lineal heirs, male, in perpetuity.

FORT WILLIAM, RIPON,

The 17th February 1882. *Viceroy and Governor-General of India.*

No. XXVIII.

CONVENTION of the SIXTEENTH JULY, 1884, CONCLUDED for five years, BEGINNING on the 1ST JANUARY 1884, REGARDING the CONVERSION into an ANNUAL PAYMENT of R3,000 of the RIGHTS IN CONNECTION with the OPIUM TRADE RESERVED to the FRENCH GOVERNMENT by ARTICLE 6 of the CONVENTION of the 7th MARCH 1815, —1884.

CONVENTION du SEIZE JUILLET 1884, CONCLUE POUR UNE DURÉE de Cinq Ans, A PARTIR du 1er JANVIER 1884, à l'effet de CONVERTIR en un PAYEMENT ANNUEL de R3,000 de le DROIT RÉSERVÉ au GOUVERNEMENT FRANCAIS SUR le COMMERCE de L'OPIUM par L'ARTICLE 6 de la CONVENTION du 7me MARS, 1815, —1884.

Between Monsieur Clement Thomas, Chef de Service at Chandernagore proceeding by special order of M. Grouhet, Governor of the French Establishments in India and acting in the name of the French Government,

Entre Monsieur Clément Thomas, Chef de Service de Chandernagor procédant avec l'autorisation spéciale de M. Grouhet, Gouverneur des Etablissements Français dans l'Inde et agissant au nom du Gouvernement Français, d'une part,

and

et

Mr Charles Edward Buckland, on the part of the Government of India, the said Mr. C. E. Buckland having special authority for the purpose from His Excellency the Viceroy and Governor-General of India.

Monsieur Charles Edward Buckland, délégué du Gouvernement de l'Inde, et procédant avec l'autorisation spéciale de Son Excellence le Vice-Roi et Gouverneur-Général de l'Inde, d'autre part.

The following Agreement has been concluded :—

A été convenu ce qui suit :—

ARTICLE 1.

The French Government renounce their privilege reserved by Article 6 of the Convention of the 7th March 1815, entitling them to purchase annually at Calcutta 300 chests of opium at the average price obtained at the periodical sales of this article.

ARTICLE 1.

Le Gouvernement Français renonce au privilége à lui réservé par l'article 6 de la Convention du 7me Mars 1815, pour l'achat à Calcutta de trois cents caisses d'opium par an au prix moyen des ventes periodiques de cet article.

ARTICLE 2.

The Government of India in exchange for this renunciation agree to pay to the French Administration at Chandernagore a sum of R3,000 per annum.

ARTICLE 2.

Le Gouvernement de l'Inde en échange de cette renonciation, s'engage à payer à l'administration Française de Chandernagor une somme de trois mille roupies par an.

ARTICLE 3.

This payment will be made in moieties at the end of each six months, counting from the 1st January 1884.

ARTICLE 3.

Ce payement aura lieu par moitié de semestre en semestre, à terme échu à partir du 1er Janvier 1884.

ARTICLE 4.

The present Convention will remain in force for five years from the 1st January 1884.

ARTICLE 4.

La présente Convention aura une durée de cinq ans, à compter du 1er Janvier 1884.

ARTICLE 5.

The present Convention will require no ratification, and will be considered definitely concluded as soon as it has been signed by Messrs Clement Thomas, Chef de Service at Chandernagore, and C. E. Buckland, specially delegated for the purpose by their respective Governments.

ARTICLE 5.

La presénte Convention, sans qu'il soit besoin d'aucunes autres ratifications, sera considérée comme définitivement conclue dès qu'elle aura été revêtue des signatures de MM. Clément Thomas, Chef de Service de Chandernagor, et C. E. Buckland, spécialement délégués à cet effet, par leurs Gouvernements respectifs.

Done at Chandernagore, in duplicate, on the sixteenth day of July eighteen hundred and eighty-four.

Fait en double expédition à Chandernagor, le seize Juillet mil huit cent quatre-vingt quatre.

On behalf of the Government of India.

C. E. Buckland.

Le Chef de Service.

Clement Thomas.

Le Chef de Service.

Clement Thomas.

On behalf of the Government of India.

C. E. Buckland.

No. XXIX.

Opium Convention concluded with the French Administration at Chandernagore,—1889.

Opium Convention.

Convention of the 5th September 1889 concluded for five years beginning on the 1st January 1889, regarding the conversion into an annual payment of three thousand rupees of the rights in connection with the opium trade reserved to the French Government by Article 6 of the Convention of the 7th March 1815, and for the purpose of preventing the introduction of contraband opium into Chandernagore.

Between Monsieur Alphonse Bonnet, Principal Administrator at Chandernagore, proceeding by special order of the Governor of the French Settlements in India, and acting in the name of the French Government, on the one part.

And Mr. Charles Edward Buckland, Secretary to the Board of Revenue, Lower Provinces, on the part of the Government of India, the said Mr. Charles Edward Buckland having special authority for the purpose from His Excellency the Viceroy and Governor-

Conve[illegible] à l'opium.

Convention du cinq Septembre 1889 conclue pour une durée de cinq ans à partir du 1er Janvier 1889, à l'effet de convertir en un payement annuel de trois mille roupies le droit réservé au Gouvernement Français sur le commerce de l'opium par l'Article 6 de la Convention du 7 Mars 1815, et en vue de prévenir l'introduction frauduleuse de l'opium à Chandernagor.

Entre Monsieur Alphonse Bonnet Administrateur Principal de Chandernagor, procédant avec l'autorisation spéciale de Monsieur le Gouverneur des Etablissements Français dans l'Inde, et agissant au nom du Gouvernement Français, d'une part.

Et Monsieur Charles Edward Buckland, Secrétaire du Département des Revenus, Lower Provinces, délégué du Gouvernement de l'Inde, et procédant avec l'autorisation spéciale de son Excellence le Viceroi et Gouverneur-Général de l'Inde, d'autre part, à été

General of India on the other part, the following agreement has been concluded :—

conveuu ce qui suit :

ARTICLE I.

The French Government renounce their privilege reserved by Article 6 of the Convention of the 7th March 1815, entitling them to purchase annually at Calcutta three hundred chests of opium at the average price obtained at the periodical sales of this article.

ARTICLE I.

Le Gouvrnement Français renonce au privilège à lui réservé par l'Article 6 de la Convention du 7 Mars 1815 pour l'achat à Calcutta de trois cents caisses d'opium par an, au prix moyen des ventes periodiques de cet article.

ARTICLE II.

The Government of India in exchange for this renunciation agree to pay to the French Administration at Chandernagore a sum of three thousand rupees per annum.

ARTICLE II.

Le Gouvernement de l'Inde en échange de cette renonciation s'engage à payer à l'Administration Française de Chandernagor une somme de troit mille roupies par an.

ARTICLE III.

The French Administration agree to impose on the farmer licensed to sell opium at Chandernagore the obligation not to introduce into that settlement for consumption or for any other purpose, or to possess, or to export or to sell at his shops, any opium other than that manufactured on account of the English Government and supplied from the Hooghly Collectorate at the same price as the opium allowed by the said Government to their farmer or agents authorized to sell this product on English territory adjoining Chandernagore. The French authorities will use their power to prevent any contravention of this obligation by the farmer or by any other person, whether through importation of foreign opium by sea or through any other means. The French authorities further engage generally to

ARTICLE III.

L'Administration Française consens à imposer au fermier chargé de la vente de l'opium à Chandernagor l'obligation de n'introduire dans cet Etablissement pour consommation ou pour tout autre but, ou de n'avoir ou exporter ou vendre dans sa boutique autre opium que celui manufacturé pour le compte du Gouvernement Anglais et fourni par le Collectorat d'Hooghly au même prix que l'opium admis par le dit Gouvernement à son fermier ou à ses agents autorisés à vendre ce produit sur le territoire Anglais avoisinant Chandernagor. Les autorités Françaises useront de leur pouvoir de prévenir toute contravention à cette obligation par le fermier ou par toute autre personne soit au moyen d'importation de l'opium étranger par mer ou par tout autre moyen.

use their power in the prevention of traffic, whether import or export, between Chandernagore and British territory, in any opium but that which has been brought from the Hooghly Collectorate.

Les autorités Françaises s'engagent généralement à user de leur pouvoir d'empêcher de trafiquer soit dans l'importation soit dans l'exportation entre Chandernagor et le territoire Anglais tout autre opium que celui qui a été introduit du Collectorat d'Hooghly.

ARTICLE IV.

As compensation for the loss which the obligation imposed on the French farmer may cause to the local budget of the French Settlements in India, the English Government engage to pay to the Administration of Chandernagore annually and in two instalments an indemnity fixed at a round sum at two thousand rupees.

ARTICLE IV.

En compensation du préjudice que l'obligation imposée au fermier Français peut occasionner au budget local des Etablissements Français dans l'Inde, le Gouvernement Anglais s'engage à payer annuellement et en deux termes à l'Administration de Chandernagor, une indemnité fixée à forfait à deux mille roupies.

ARTICLE V.

The payments mentioned above in Articles II and IV will both be made in moieties at the end of each six months counting from the 1st January 1889.

ARTICLE V.

Les deux payements déjà cités dans les Articles II et IV auront lieu par moitié, de semestre en semestre, à terme échu, à partir du 1er Janvier 1889.

ARTICLE VI.

The present convention shall have a duration of five years, to be calculated from the 1st January 1889.

ARTICLE VI.

La présente Convention aura une durée de cinq ans, à compter du 1er Janvier 1889.

ARTICLE VII.

The present convention shall, without requiring any other ratification, be considered to be definitely concluded, for a period of five years to be calculated from the first of January 1889, as soon as it shall have been signed by Monsieur Alphonse Bonnet, Principal Administrator of Chandernagore, and Mr. Charles Edward Buckland, Secretary to the Board of Revenue, Lower Provinces, specially delegated for this purpose by their respective Governments.

ARTICLE VII.

La présente Convention sans qu'il soit besoin d'aucune autre ratification, sera considérée comme définitivement conclue, pour une période de cinq ans à compter du premier Janvier 1889, dés qu'elle aura été revêtue des signatures de Monsieur Alphonse Bonnet, Administrateur Principal de Chandernagor, et Monsieur Charles Edward Buckland, Secrétaire du Département des Revenus, Lower Provinces, spécialement délégués à cet effet par leurs

Done at Chandernagore in duplicate on the 5th of September one thousand eight hundred and eighty-nine.

Fait en double expédition à Chandernagore, le cinq Septembre, mil huit cent quatre vingt neuf.

A. BONNET

C. E. BUCKLAND.

No. XXX.

OPIUM CONVENTION concluded with the FRENCH ADMINISTRATION at CHANDERNAGORE,—1893.

Opium Convention.

Convention of the 27th December 1893 concluded for five years, beginning on the 1st January 1894, regarding the conversion into an annual payment of three thousand rupees of the rights in connection with the opium trade reserved to the French Government by Article 6 of the Convention of the 7th March 1815, and for the purpose of preventing the introduction of contraband opium into Chandernagore

Between Monsieur G. Aubry Lecomte, Principal Administrator at Chandernagore, proceeding by special order of the Governor of the French Settlements in India, and acting in the name of the French Government on the one part.

And Mr. A. W. B. Power, Commissioner of Burdwan, on the part of the Government of India, the said Mr. A. W. B. Power, having special authority for the purpose from His Excellency the Viceroy and Governor-General of India on the other part, the following agreement has been concluded.

Convention relative à l'opium.

Convention du 27 Décembre 1893, conclue pour une durée de cinq ans a partir du 1er Janvier 1894, à l'effet de convertir en un payement annuel de trois mille roupies le droit réservé au Gouvernement français sur le commerce de l'opium par l'article 6 de la Convention du 7 Mars 1815, etc en vue de prévenir l'introduction frauduleuse de l'opium à Chandernagor.

Entre Monsieur G. Aubry-Lecomte, Administrateur Principal de Chandernagor, procédant avec l'autorisation spéciale de M. le Gouverneur des Etablissements Français dans l'Inde et agissant au nom du Gouvernement Français d'une part.

Et Monsieur A. W. B. Power, Commissaire de Burdwan délégué du Gouvernement de l'Inde et procédant avec l'autorisation spéciale de Son Excellence le Viceroi et Gouverneur-Général de l'Inde d'autre part, a été convenu ce qui suit.

ARTICLE I.

The French Government renounce their privilege reserved by Article 6 of the Convention of the 7th March 1815, entitling them to purchase annually at Calcutta three hundred chests of opium at the average price obtained at the periodical sales of this article.

ARTICLE I.

Le Gouvernement Français renonce au privilège à lui réserve par l'article 6 de la Convention du 7 Mars 1815 pour l'achat à Calcutta de trois cents caisses d'opium par an au prix moyen des ventes périodiques de cet article.

ARTICLE II.

The Government of India in exchange for this renunciation agree to pay to the French Administration at Chandernagore a sum of three thousand rupees per annum.

ARTICLE II.

Le Gouvernement de l'Inde, en échange de cette renonciation, s'engage à payer à l'Administration Française de Chandernagor une somme de troie mille roupies par an.

ARTICLE III.

The French Administration agree to impose on the farmer licensed to sell opium at Chandernagore, the obligation not to introduce into that Settlement for consumption or for any other purpose, or to possess or to export, or to sell at his shops, any opium other than that manufactured on account of the English Government and supplied from the Hooghly Collectorate at the same price as the opium allowed by the said Government to their farmer or agents authorised to sell this product on English territory adjoining Chandernagore.

The French authorities will use their power to prevent any contravention of this obligation by the farmer or by any other person whether through importation of foreign opium by sea or through any other means.

The French authorities further engage generally to use their power in the prevention of traffic, whether import or

ARTICLE III.

L'Administration Française consent à imposer au fermier chargé de la vente de l'opium à Chandernagor, l'obligation de n'introduire dans cet Etablissement pour consommation ou pour tout autre but, ou de n'avoir ou exporter, ou vendre dans sa boutique autre opium que celui manufacturé pour le compte du Gouvernement Anglais et fourni par le Collectorat d'Hoogly, au même prix que l'opium admis par le dit Gouvernement à son fermier ou à ses agents autorisés à vendre ce produit sur le territoire Anglais avoisinant Chandernagor.

Les Autorités Françaises useront de leur pouvoir de prévenir toute contravention à cette obligation par le fermier ou par toute autre personne soit au moyen d'importation de l'opium étranger par mer ou par tout autre moyen.

Les Autorités Françaises s'engagent généralement, à user de leur pouvoir d'empêcher de trafiquer soit

export, between Chandernagore and British territory in any opium but that which has been brought from the Hooghly Collectorate.

dans l'importation soit dans l'exportation entre Chandernagor et le territoire Anglais tout autre opium que celui qui a été introduit du Collectorat d'Hoogly.

ARTICLE IV.

All contraband opium seized in French territory shall be handed over to the Collector of Hooghly on payment of its value, which shall be calculated at the same rate as is allowed in British India in making payments of the value of confiscated opium to any one who has contributed to the seizure of the drug.

ARTICLE IV.

Tout opium de contrebande saisi sur le territoire Française sera livré au Collecteur d'Hoogly, contre payement de sa valeur, calculé sur le même taux que celui accordé dans l'Inde Britannique en payement de la valeur de l'opium confisqué à celui qui a contribué à la saisie de cette matière.

ARTICLE V.

As compensation for the loss which the obligation imposed on the French farmer may cause to the local budget of the French Settlements in India the English Government engage to pay to the Administration of Chandernagore annually and in two instalments an indemnity fixed, at a round sum, at two thousand rupees.

ARTICLE V.

En compensation du préjudice que l'obligation imposée au fermier Français peut occasionner au budget local des Etablissements Français dans l'Inde, le Gouvernement Anglais s'engage à payer annuellement et en deux termes à l'Administration de Chandernagor, une indemnité fixée à forfait à deux mille roupies.

ARTICLE VI.

The payments mentioned above in Articles II and V will both be made in moieties at the end of each six months counting from the 1st January 1894.

ARTICLE VI.

Les deux payements déjà cités dans les Articles II et V auront lieu par moitié, de semestre en semestre, à terme échu à partir du 1er Janvier 1894.

ARTICLE VII.

The present Convention shall have a duration of five years to be calculated from the 1st January 1894.

ARTICLE VII.

La présente Convention aura une durée de cinq ans à compter du 1er Janvier 1894.

ARTICLE VIII.

The present Convention shall, without requiring any other ratification, be to be definitely concluded,

ARTICLE VIII.

La présente convention sans qu'il soit besoin d'aucune autre ratification, sera considérée comme défini-

for a period of five years to be calculated from the first of January 1894, as soon as it shall have been signed by Monsieur G. Aubry Lecomte, Principal Administrator of Chandernagore, and Mr. A. W. B. Power, Commissioner of Burdwan, specially delegated for this purpose by their respective Governments.

tivement conclue pour une période de cinq ans à compter du premier Janvier 1894 dès qu'elle aura été revêtue des signatures de Monsieur G. Aubry-Lecomte, Administrateur Principal de Chandernagor et Monsieur A. W. B. Power, Commissaire de Burdwan, spécialement délégués à cet effet par leurs Gouvernements respectifs.

Done at Chandernagore in duplicate on the twenty-seventh December one thousand eight hundred and ninety-three.

Fait en double expédition à Chandernagor, le vingt-sept Decembre mil huit cent quatre-vinget treize.

A. W. B. POWER.

G. AUBRY-LECOMTE.

No. XXXI.

OPIUM CONVENTION concluded with the FRENCH ADMINISTRATION at CHANDERNAGORE,—1905.

Opium Convention.

CONVENTION of the 18th March 1905 concluded for two years, beginning on the 1st January, 1905, regarding the conversion into an annual payment of three thousand rupees of the rights in connection with the opium trade reserved to the French Government by Article 6 of the Convention of the 7th March, 1815, and for the purpose of preventing the introduction of contraband opium into Chandernagore.

Between Mr. Victor Bernard, Administrator of Chandernagore, proceeding by special order of the Governor of the French settlements in India, and acting in the name of the French Government, on the one part;

Convention Relative A L'opium.

CONVENTION du 18 Mars, 1905 conclue pour une durée de deux ans partir du 1er Janvier, 1905, à l'effet de convertir en un payement annuel de trois mille roupies le droit réservé au Gouvernement Français sur le Commerce de l'opium par l'Article 6 de la Convention du 7 Mars, 1815 et en vue de prévenir l'introduction frauduleuse de l'opium à Chandernagor—

Entre Monsieur Victor Bernard, Administrateur de Chandernagor procédant avec l'autorisation spéciale de M. le Gouverneur des Etablissements Français dans l'Inde et agissant au nom du Gouvernement Français, d'une part;

And Mr. Walsh, Officiating Commissioner of the Burdwan Division, on the part of the Government of India, the said Mr. Walsh having special authority for the purpose from His Excellency the Viceroy and Governor-General of India, on the other part, the following agreement has been concluded :

Et Monsieur Walsh, faisant fonctions de Commissaire de la Division de Burdwan délégué du Gouvernement de l'Inde et procédant avec l'autorisation spéciale de Son Excellence le Vice-roi et Gouverneur Général de l'Inde, d'autre part, a *été* convenu ce qui suit ;

ARTICLE I.

The French Government renounce their privilege reserved by Article 6 of the Convention of the 7th March 1815, entitling them to purchase annually at Calcutta three hundred chests of opium at the average price obtained at the periodical sales of this article.

ARTICLE I.

Le Gouvernement Français renonce au privilége à lui réservé par l'Article 6 de la Convention du 7 Mars 1815 pour l'achat de trois cents caisses d'opium par an, au prix moyen des ventes périodiques de cet article.

ARTICLE II.

The Government of India, in exchange of this renunciation, agree to pay to the French Administration at Chandernagore a sum of three thousand rupees per annum.

ARTICLE II.

Le Gouvernement de l'Inde, en échange de cette renonciation, s'engage à payer à l'Administration Française de Chandernagor, une somme de trois mille roupies par an.

ARTICLE III.

The French Administration agree to impose on the farmer licensed to sell opium at Chandernagore, the obligation not to introduce into that settlement for consumption or for any other purpose, or to possess, or to export, or to sell at his shops, any opium other than that manufactured on account of the English Government and supplied from the Hooghly Collectorate at the same price as the opium allowed by the said Government to their farmer or agents authorised to sell this product on English territory, adjoining Chandernagore.

ARTICLE III.

L'Administration Française consent à imposer au fermier chargé de la vente de l'opium à Chandernagor l'obligation de n'introduire dans cet Etablissement, pour consommation ou pour tout autre but, ou de n'avoir ou exporter ou vendre dans sa boutique autre opium que celui manufacturé le pour compte du Gouvernement Anglais et fourni par le Collectorat d'Hoogly au même prix que l'opium admis par le dit Gouvernement à son fermier ou à ses agents autorisés à vendre ce produit sur le territoire Anglais avoisinant Chandernagor.

The French authorities will use their power to prevent any contravention of this obligation by the farmer or by any other person whether through importation of foreign opium by sea or through any other means.

Les Autorités Françaises useront de leur pouvoir de prévenir toute contravention à cette obligation par le fermier ou par toute autre personne, soit au moyen d'importation de l'opium étranger par mer ou par tout autre moyen.

The French authorities further engage generally to use their power in the prevention of traffic, whether import or export, between Chandernagore and British territory, in any opium but that which has been brought from the Hooghly Collectorate.

Les Autorités Françaises s'engagent généralement à user de leur pouvoir d'empêcher de trafiquer soit dans l'importation, soit dans l'exportation entre Chandernagor et la territoire Anglais tout autre opium que celui qui a été introduit du Collectorat d'Hoogly.

ARTICLE IV.

All contraband opium seized in French territory shall be handed over to the Collector of Hooghly on payment of its value, which shall be calculated at the same rate as is allowed in British India in making payments of the value of confiscated opium to any one who has contributed to the seizure of the drug.

ARTICLE IV.

Tout opium de contrabande saisi sur le territoire Français sera livré au Collecteur d'Hoogly contre payement de sa valeur calculé sur le même taux que celui accordé dans l'Inde Britannique en payement de la valeur de l'opium confisqué à celui qui a contribué à la saisie de cette matière.

ARTICLE V.

As compensation for the loss which the obligation imposed on the French farmer may cause to the local budget of the French Settlements in India, the English Government engage to pay to the Administration of Chandernagore annually and in two instalments, an indemnity fixed at a round sum at two thousand rupees.

ARTICLE V.

En compensation du préjudice que l'obligation imposeé au fermier Français peut occasionner au budget local des Etablissements Français dans l'Inde, le Gouvernement Anglais s'engage à payer annuellement et en deux termes à l'Administration de Chandernagor une indemnité fixée à forfait à deux mille roupies.

ARTICLE VI.

The payments mentioned above in Articles II and V will both be made in moieties, at the end of each six months, counting from the 1st January, 1905.

ARTICLE VI.

Les deux payements déjà cités dans les Articles II et V auront lieu par moitié, de semestre en semestre, à terme échu, à partir du 1er Janvier 1905.

ARTICLE VII.

The present Convention shall have a duration of two years, to be calculated from the 1st January, 1905.

ARTICLE VII.

La présente Convention aura une durée de deux ans à compter du 1er Janvier 1905.

ARTICLE VIII.

The present Convention shall, without requiring any other ratification, be considered to be definitely concluded for a period of two years to be calculated from the 1st January 1905, as soon as it shall have been signed by Mr. Victor Bernard, Administrator of Chandernagore, and Mr. Walsh, Officiating Commissioner of the Burdwan Division, specially delegated for this purpose by their respective Governments.

ARTICLE VIII.

La présente Convention, sans qu'il soit besoin d'aucune autre ratification, sera considérée comme définitivement conclue pour une période de deux ans à compter du 1er Janvier 1905, dés qu'elle aura été revêtue des signatures de Monsieur Victor Bernard, Administrateur de Chandernagor, et Monsieur Walsh, faisant fonctions de Commissaire de la Division de Burdwan spécialement délégués à cet effet par leurs Gouvernements respectifs.

Done at Chandernagore in duplicate on the 18th March, 1905.

V. BERNARD.

E. H. WALSH.

Fait en double expédition, à Chandernagor, le 18 Mars, 1905.

V. BERNARD.

E. H. WALSH.

No. XXXII.

OPIUM CONVENTION concluded with the FRENCH ADMINISTRATION at CHANDERNAGORE,—1924.

Opium Convention.

Convention of the 30th December 1924, concluded for two years beginning on the 1st January 1925 regarding the conversion into an annual payment of three thousand rupees of the rights in connection with the opium trade reserved to the French Government by Article 6 of the Convention of the 7th March 1815, and for the purpose of preventing the introduction of contraband opium into Chandernagore.

Convention de l'opium.

Convention conclue à la date du trente Décembre 1924, pour deux ans, à compter du 1er Janvier 1925, concernant la conversion en un payement annuel de trois mille Roupies des droits relatifs au commerce de l'opium et départis au Gouvernement Français par l'article 6 de la Convention du 7 Mars 1815, et dans le but d'empêcher l'introduction de l'opium de contrebande à Chandernagor.

Between Monsieur V. Champion, Administrator at Chandernagore, proceeding by special order of the Governor of the French Settlements in India, and acting in the name of the French Government, on the one part.

And Mr. A. W. Cook, Commissioner of Burdwan, on the part of the Government of India, the said Mr. A. W. Cook, having special authority for the purpose from His Excellency the Viceroy and Governor-General of India, on the other part, the following agreement has been concluded :—

Entre Mr. A. W. Cook, Commissioner de Burdwan, pour le compte du Gouvernement de l'Inde, le dit Mr. A. W. Cook ayant reçu, à cet effet, un pouvoir spécial de Son Excellence le Viceroi et Gouverneur-General de l'Inde, d'une part.

Et Monsieur V. Champion, Administrateur à Chandernagor, agissant par ordre spécial du Gouverneur des Etablissements français dans l'Inde et agissant au nom du Gouvernement Français, d'autre part, il a été convenu ce qui suit :—

ARTICLE I.

The French Government renounce their privilege reserved by Article 6 of the Convention of the 7th March 1815, entitling them to purchase annually at Calcutta three hundred chests of opium at the average price obtained at the periodical sales of this article.

ARTICLE 1.

Le Gouvernement Français renonce au privilège à lui réservé par l'article 6 de la Convention du 7 Mars 1815, lui donnant droit à acheter annuellement à Calcutta trois cents caisses d'opium au prix moyen des ventes périodiques de cet article.

ARTICLE II.

The Government of India, in exchange for this renunciation, agree to pay to the French Administration at Chandernagore a sum of three thousand rupees per annum.

ARTICLE 2.

Le Gouvernement de l'Inde, en échange de cette renonciation, s'engage à payer à l'Administration Française de Chandernagor une somme de trois mille Roupies par an.

ARTICLE III.

The French Administration agree to impose on the farmer licensed to sell opium at Chandernagore, the obligation not to introduce into that settlement, for consumption or for any other purpose, or to possess or to sell at his shop, any opium other than that manufactured on account of the English Government and supplied from the Hooghly Collectorate at the same price as the

ARTICLE 3.

L'Administration Française consent à imposer au fermier chargé de la vente de l'opium à Chandernagor l'obligation de n'introduire dans cet Etablissement, pour consommation ou pour tout autre but, ou de n'avoir ou exporter ou vendre dans sa boutique, d'autre opium que celui manufacturé pour le compte du Gouvernement Anglais et fourni par le Col-

allowed by the said Government to their farmer or agents authorised to sell this product on English territory adjoining Chandernagore, or to export any opium or to sell more than three tolas weight of opium to any person at one time except to a holder of a special permit for the possession of a larger quantity than three tolas.

lectorat d'Hoogly au même prix que l'opium délivré par le dit Gouvernement à son fermier ou à ses agents autorisés à vendre ce produit sur le territoire Anglais avoisinant Chandernagor, ou d'exporter aucun opium ou d'en vendre plus de trois tolas à la fois et par acheteur, excepté à un détenteur d'un permis spécial pour la possession d'une quantité supérieure à trois tolas.

The French Administration undertake to see that the quantity of individual possession is limited to three tolas. They further agree to limit the hours of sale from 8 a.m. to 8 p.m.

L'Administration Française s'engage à s'assurer que la quantité de l'opium possédée individuellement est limitée à trois tolas. Elle s'engage, d'autre part, à fixer les heures de vent de 8 heures avant midi à 8 heures après midi.

The French Authorities will use their power to prevent any contravention of this obligation by the farmer or any other person whether through importation of foreign opium by sea, or through any other means.

Les Autorités Françaises useront de leurs pouvois pour empêcher toute contravention à cette obligation de la part du fermier ou de n'importe quelle autre personne, soit au moyen de l'importation par voie de mer de l'opium étranger, soit par tous autres moyens.

The French Authorities further engage generally to use their powers in the prevention of any traffic in opium, whether import or export, between Chandernagore and British territory other than that permissible or engaged for under this Convention.

Les Autorités Françaises s'engagent, d'autre part, en général, à user de leurs pouvoirs afin d'empêcher tout trafic d'opium, dans l'importation ou l'exportation, entre Chandernagor et le territoire Anglais autre que celui permis ou désigné à cet effet par la présente Convention.

The French Government also agree that the quantity of opium to be obtained by the Chandernagore farmer from the Hooghly Collectorate shall not exceed twelve maunds in any calendar year, this quantity being required for the local needs of the French Settlement.

Le Gouvernement Français consent également à ce que la quantité d'opium à livrer annuellement au fermier de Chandernagor par le Collectorat d'Hoogly ne devra pas dépasser douze maunds dans une année telle que fixée par le calendrier, cette quantité étant exigée pour la consommation locale du territoire Français.

ARTICLE IV.

All contraband opium seized in French territory shall be handed over to the Collector of Hooghly on payment of its value which shall be calculated at the same rate as is allowed in British India in making payments of the value of confiscated opium to any one who has contributed to the seizure of the drug.

ARTICLE 4.

Tout opium de contrebande saisi sur le territoire Français sera livré au Collecteur d'Hoogly contre payement de sa valeur laquelle sera calculée sur le même taux que celui accordé dans l'Inde Britannique en payement de la valeur de l'opium confisqué à celui qui a contribué à la saisie de cette denrée narcotique.

ARTICLE V.

As compensation for the loss which the obligation imposed on the French farmer may cause to the local budget of the French Settlements in India, the English Government engage to pay to the Administration of Chandernagore annually, and in two instalments, an indemnity fixed at a round sum of six thousand rupees.

ARTICLE 5.

En compensation du préjudice que l'obligation imposée au fermier Français peut occasionner au Budget local des Etablissements Français dans l'Inde, le Gouvernement Anglais s'engage à payer annuellement et en deux termes à l'Administration de Chandernagor, une indemnité fixée à un chiffre rond de six mille roupies.

ARTICLE VI.

The payments mentioned above in Articles II and V will both be made in moieties at the end of each six months counting from the 1st January 1925.

ARTICLE 6.

Les deux payements mentionnés aux articles 2 et 5 auront lieu par moitiés de semestre en semestre à partir du 1er Janvier 1925.

ARTICLE VII.

The present Convention shall have a duration of two years to be calculated from the 1st January 1925.

ARTICLE 7.

La présente Convention aura durée de deux ans à compter du 1er Janvier 1925.

ARTICLE VIII.

The present Convention shall, without requiring any other ratification, be considered to be definitely concluded for a period of two years to be calculated from the 1st January 1925, as soon as it shall have been signed by Monsieur V. Champion, Administrator of Chandernagore, and Mr. A. W. Cook, Commissioner of Burdwan, specially delegated

ARTICLE 8.

La présente Convention, sans qu'il soit besoin de toute autre ratification, sera considérée comme définitivement conclue pour une période de deux ans à compter du 1er Janvier 1925, dès qu'elle aura été revêtue des signatures de Mr. A. W. Cook, Commissioner de Burdwan et Monsieur V. Champion, Administrateur

for this purpose by their respective Governments.

Done at Chandernagore in duplicate on the 30th December 1924.

V. CHAMPION.

A. W. COOK,
Offg. Commissioner of Burdwan.

The 30th December 1924.

de Chandernagor, spécialement délégués à cet effet par leur Gouvernement respectif

Fait à Chandernagor, en double expédition, à la date du Trente Décembre 1924.

V. CHAMPION.

A. W. COOK,
Offg. Commissioner of Burdwan.

The 30th December 1924.

No. XXXIV.

Translation of a **Sunnud** under the seal of the **Hon'ble English Company**, dated the 13th of February 1776 A.D., corresponding with the 4th of Fagoon 1182 Bungla, and the 22nd of Zilhijeh of the 17th year of His Majesty's reign.

Be it known to all mutsuddies at present holding important trusts, or who may be hereafter appointed thereto, and to all kanongoos and moqudums and ryots and cultivators and other inhabitants and natives of Surkar Cooch Behar, in the Soubah of Bengal, the paradise of countries, that as the orders of the gentlemen in Council have been issued, that a Sunnud for the zemindaree of the above Surkar should be granted to Dhujinder Narain, accordingly (the above person) having agreed to pay the peshcush of Government of fifty gold-mohurs agreeably to the order, the office of zemindar of the above Surkar, vacated by (the death of) Durrinder Narain, has been granted, confirmed to, and bestowed upon Dhujinder Narain; that observing the duties and usages of the office and the rules of the truth and dignity, he depart not in the minutest particular from a vigilant and prudent conduct, but avoiding sloth and consulting the interest of the ryots and inhabitants, and conciliating their affections, that he so conduct himself that his utmost endeavours may be exerted for the increase of cultivation and the improvement of the revenue. He must further pay great attention to expelling and punishing offenders, so that the least vestige of thieves and robbers may not be found within his limits; and take particular care of the highways, so that travellers and strangers may go and come with perfect confidence and safety. God forbid that the property of any one should be stolen or plundered: but should such a case occur, he must seize the thieves or robbers and the property, delivering up the goods to the owner and the offenders to justice; and if he cannot find (the thieves and the goods), he must answer for the party himself. He must also take care that no one indulge in forbidden practices within his limits. He must pay the revenue, regularly year after year at the stated period; and at the end of the year according to custom, he will receive credit for his payments. He will further abstain from the collection of all exactions or (*sic*) forbidden by Government. You are hereby required to acknowledge the above person as zemindar of the above Surkar, and to consider him as vested with the powers and appendages thereof. On this point paying the strictest obedience, you will act as above directed.

On the 17th of February 1776 A.D., corresponding with the 8th Fagoon 1182 Bungla, and the 26th of Zilhijeh in the 17th year of His Majesty's reign, the copy was received in the Dufter.

No. XXXV.

Adoption Sunnud granted to the **Rajah** of **Cooch Behar**,—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and

that the representation and dignity of their Houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, the adoption by yourself and future Rulers of your State of a successor according to Hindoo law and the customs of your race will be recognized and confirmed.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

CANNING.

Dated 11th March 1862.

No. XXXVI.

SANAD conferring the title of MAHARAJA BAHADUR upon HIS HIGHNESS MAHARAJA NRIPENDRA NARAIN of COOCH BEHAR, BHUP BAHADUR,—1884.

I hereby declare that the title of Maharaja Bahadur conferred upon you as a personal distinction by my Sanad dated the 25th February 1880, shall in future be considered hereditary, and may be assumed by your successors on formal recognition of their succession.

SIMLA | RIPON,

The 11th June 1884. | *Viceroy and Governor General of India.*

No. XXXVII.

AGREEMENT entered into by the MAHARAJA of COOCH BEHAR, regarding the cession of jurisdiction over the lands required in the COOCH BEHAR STATE for the BENGAL DOOARS RAILWAY,—1899.

I, Nripendra Narayan Bhup, Maharaja of Cooch Behar, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State, which are, or may hereafter be, occupied by the Bengal-Dooars Railway (including all lands occupied for stations, for out-buildings and for other railway purposes) and over all persons and things whatsoever within the said lands.

THE PALACE, COOCH BEHAR; | NRIPENDRA N. BHUP,

The 20th of June 1899. | *Maharaja of Cooch Behar.*

No. XXXVIII.

AGREEMENT entered into by the MAHARAJA of COOCH BEHAR, regarding the cession of jurisdiction over the lands required in the COOCH BEHAR STATE for the EASTERN BENGAL STATE RAILWAY,—1901.

Office of His Highness the Maharaja Bhup Bahadur of Cooch Behar.

I, Nripendra Narayan Bhup, of Cooch Behar, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Eastern Bengal State Railway (including all lands occupied for stations, out-buildings and other railway purposes) and over all persons and things whatsoever within the said lands.

COOCH BEHAR;
The 26th February 1901.

NRIPENDRA N. BHUP,
Maharaja Bhup Bahadur of Cooch Behar.

No. XXXIX.

AGREEMENT between the SECRETARY of STATE in COUNCIL for INDIA and His HIGHNESS the MAHARAJA of COOCH BEHAR, for the working of the COOCH BEHAR STATE RAILWAY by the EASTERN BENGAL STATE RAILWAY ADMINISTRATION,—1903.

1. The Eastern Bengal State Railway shall maintain and work the Cooch Behar State Railway under this agreement for a period of five years from 1st January 1901, and shall have the entire control of the trains and traffic arrangements, appoint all necessary staff, and provide all necessary labour and materials for the proper and efficient maintenance and working of the railway. For the performance of this work the Eastern Bengal State Railway will receive 40 per cent. of the gross earnings, the balance 60 per cent. of the gross earnings to be made over to His Highness the Maharaja as soon as possible after the half-yearly accounts are rendered at the close of each half-year; provided that when the stock of the Eastern Bengal State Railway is used for the conveyance of any traffic on the Cooch Behar State Railway the Eastern Bengal State Railway will receive and retain up to, but not exceeding, 45 per cent. of the gross earnings obtained from the use of such stock.

2. The sum of 40 per cent. of the gross earnings will cover the cost of Revenue New Minor Works up to the limit of Rs. 30 per mile per annum and also the cost of the supervision of Capital Works when no extra establishment is entertained beyond that employed in the ordinary maintenance of the line. When additional establishment is required for the supervision of Capital Works, the actual cost of such establishment will be provided in the estimates in accordance with the practice on the Eastern Bengal State Railway.

3. Out of the sum of 40 per cent. of the gross earnings, the Eastern Bengal State Railway shall meet the charges levied by the Telegraph Department for telegraph wires and instruments supplied to the Cooch-Behar State Railway.

State Railway rules for working the telegraph lines and for the issue of free passes will be observed as heretofore.

4. All communications between the Cooch Behar Durbar and the Eastern Bengal State Railway under this agreement shall be direct, any difference of opinion being forwarded for orders to the Government of India. For the purpose of this agreement the Manager of the Eastern Bengal State Railway shall undertake the same general duties with respect to the Cooch Behar State Railway as are entrusted to him with respect to the Eastern Bengal State Railway.

5. The Cooch Behar State Railway shall be subject in all respects to the same control by the Government of India as the Eastern Bengal State Railway.

6. Any additions or alterations to the works, rolling-stock, plant or furniture of the Cooch Behar State Railway, the cost of which are not chargeable under paragraph 2, which may be required for the due completion and equipment of the line, or which may, from time to time be found necessary, shall be carried out by or at the cost of His Highness the Maharaja. The incidence of charge whether to Capital or Revenue will be governed by the same rules as obtain on the Eastern Bengal State Railway.

7. The Eastern Bengal State Railway shall be responsible for the collection of all the revenue appertaining to the Cooch Behar State Railway and shall pay the same into the Government treasuries as may be found convenient.

8. The Eastern Bengal State Railway shall furnish the Cooch Behar Durbar with a weekly return of the approximate earnings of the Cooch Behar State Railway (Form St. 1), and at the close of each half-year with an account of receipts and expenditure in suitable detail.

9. The Eastern Bengal State Railway shall during the currency of this agreement have full control over the rates and fares on the Cooch Behar State Railway subject to the maxima and minima prescribed by the Government of India which are exhibited in Schedule A * attached to this agreement.

10. Schedule B * attached to this agreement shows the mileage for charge between stations which is to apply from the 1st January 1901 until the date of opening of the Dharlla Bridge. After the date of opening of the Dharlla Bridge the mileage for charge in Schedule C.* will apply.

11. Through goods rates shall be the sum of the local rates, but in special cases a lower through rate may be charged if considered desirable by the Eastern Bengal State Railway, division being ordinarily made on a mileage proportion after deducting the terminals—

(1) The rates charged to the Cooch Behar State Railway for carriage of all stores and materials for Capital and Revenue Works, respectively,

* (Schedules A, B and C not reproduced.)

shall be the same as charged to the Eastern Bengal State Railway for similar services.

(2) For conveyance of mails over the Cooch Behar State Railway charges shall be made to the Postal Department in accordance with the rules in force on State railways.

12. The cost of the police force required for the maintenance of law and order on the Cooch Behar State Railway shall be borne by His Highness the Maharaja and recovered from the earnings due to the Cooch Behar State Railway.

13. The Indian Railways Act (IX of 1890), already introduced into the State by the Council notification of the 20th March 1894, and the standing regulations of the Eastern Bengal State Railway as approved by the Governor General in Council under the Indian Railways Act (IX of 1890), shall apply to the Cooch Behar State Railway. The above Act and regulations shall constitute the law in force on the Cooch Behar State Railway under which offences and actions affecting the Eastern Bengal State Railway or their servants shall be tried; all such offences shall be tried by duly constituted Magistrates appointed by His Highness the Maharaja, subject to appeal to higher authorities, and all railway servants employed on the Cooch Behar State Railway shall have the protection enjoyed by British subjects.

W V. CONSTABLE, *Lt.-Col., R.E.*,
Manager.

CALCUTTA;
The 15th June 1903.

NRIPENDRA N. BHUP,
Maharaja of Cooch Behar.

No. XL.

AGREEMENT between the SECRETARY OF STATE in Council for INDIA and HIS HIGHNESS the MAHARAJA of COOCH BEHAR for the working of the COOCH BEHAR STATE RAILWAY by the EASTERN BENGAL STATE RAILWAY ADMINISTRATION, —1907.

CLAUSE 1.

This agreement shall come into force from the 1st January 1907 and shall be subject to revision from time to time, and shall remain in force until the expiration of six months' notice from either side desiring to revise or cancel it, except as regards any clauses in respect of which a shorter term of notice is specially fixed.

CLAUSE 2.

The Eastern Bengal State Railway shall maintain and work the Cooch Behar State Railway under this Agreement from the 1st January 1907, and shall have the entire control of the trains and traffic arrangements, appoint all necessary

staff, and provide all necessary labour and materials for the proper and efficient maintenance and working of the Railway. For the performance of this work the Eastern Bengal State Railway will receive 40 per cent. of the gross earnings, the balance 60 per cent. of the gross earnings to be made over to His Highness the Maharaja as soon as possible after the half-yearly accounts are rendered at the close of each half-year; provided that when the stock of the Eastern Bengal State Railway is used for the conveyance of any traffic on the Cooch Behar State Railway the Eastern Bengal State Railway will receive and retain up to, but not exceeding, 45 per cent. of the gross earnings, obtained from the use of such stock.

CLAUSE 3.

The sum of 40 per cent. of the gross earnings will cover the cost of Revenue New Minor Works up to the limit of Rs. 30 per mile per annum and also the cost of the supervision of Capital Works when no extra establishment is entertained beyond that employed in the ordinary maintenance of the line. When additional establishment is required for the supervision of Capital Works the actual cost of such establishment will be provided in the estimates in accordance with the practice of the Eastern Bengal State Railway.

CLAUSE 4.

Out of the sum of 40 per cent. of the gross earnings, the Eastern Bengal State Railway shall meet the charges levied by the Telegraph Department for telegraph wires and instruments supplied to the Cooch Behar State Railway.

State Railway rules for working the telegraph lines, and for the issue of free passes will be observed as heretofore.

CLAUSE 5.

All communications between the Cooch Behar Durbar and the Eastern Bengal State Railway under this Agreement shall be direct, any difference of opinion being forwarded for orders to the Railway Board. For the purpose of this Agreement the Manager of the Eastern Bengal State Railway shall undertake the same general duties with respect to the Cooch Behar State Railway as are entrusted to him with respect to the Eastern Bengal State Railway.

CLAUSE 6.

The Cooch Behar State Railway shall be subject in all respects to the same control by the Railway Board as the Eastern Bengal State Railway.

CLAUSE 7.

Any additions or alterations to the works, rolling-stock, plant or furniture of the Cooch Behar State Railway, the cost of which are not chargeable under paragraph 2, which may be required for the due completion and equipment of the line, or which may, from time to time, be found necessary, shall be carried out by or

at the cost of His Highness the Maharaja. The incidence of charge whether to Capital or Revenue will be governed by the same rules as obtain on the Eastern Bengal State Railway. The Cooch Behar State shall during such time as the Cooch Behar State Railway or any part thereof shall be worked by the Eastern Bengal State Railway, be liable to provide funds for making good all damage to the said railway and works which shall be due to extraordinary casualty affecting the same of such a nature that in accordance with the custom or practice in Indian Railways the cost of making good such damage would not be made a charge against Revenue as part of the ordinary expenses of maintaining and repairing the said Railway.

CLAUSE 8.

The Eastern Bengal State Railway shall be responsible for the collection of all the revenue appertaining to the Cooch Behar State Railway and shall pay the same into the Government Treasuries as may be found convenient.

CLAUSE 9.

The Eastern Bengal State Railway shall furnish the Cooch Behar Durbar with a weekly return of the approximate earnings of the Cooch Behar State Railway (Form St. 1), and at the close of each half-year with an account of receipts and expenditure in suitable detail.

CLAUSE 10.

The Eastern Bengal State Railway shall during the currency of this agreement have full control over the rates and fares on the Cooch Behar State Railway subject to the maxima and minima prescribed by the Government of India which are exhibited in Schedule A* attached to this Agreement. †Mileage chargeable for coaching and Goods traffic between stations is shown in Schedule B*.

CLAUSE 11.

Through goods rates shall be the sum of the local rates, but in special cases a lower through rate may be charged if considered desirable by the Eastern Bengal State Railway, division being ordinarily made on a mileage proportion after deducting the terminals—

(1) The rates charged to the Cooch Behar State Railway for carriage of all stores and materials for Capital and Revenue Works respectively shall be the same as charged to the Eastern Bengal State Railway for similar services.

(2) For conveyance of mails over the Cooch Behar State Railway charges shall be made to the Postal Department in accordance with the rules in force on State Railways.

* Not reproduced.

† Addendum to Agreement, dated 4th June 1907.

CLAUSE 12.

The cost of the police force required for the maintenance of law and order on the Cooch Behar State Railway shall be borne by His Highness the Maharaja and recovered from the earnings due to the Cooch Behar State Railway.

CLAUSE 13.

The Indian Railways Act (IX of 1890), already introduced into the State by the Council notification of the 20th March 1894, and the standing regulations of the Eastern Bengal State Railway as approved by the Governor General in Council under the Indian Railways Act (IX of 1890), shall apply to the Cooch Behar State Railway. The above Act and regulations shall constitute the law in force on the Cooch Behar State Railway under which offences and actions affecting the Eastern Bengal State Railway or their servants shall be tried; all such offences shall be tried by duly constituted Magistrates appointed by His Highness the Maharaja, subject to appeal to higher authorities, and all Railway servants employed on the Cooch Behar State Railway shall have the protection enjoyed by British subjects.

CALCUTTA;
The 25th February 1907.

C. H. COWIE, *Lieut.-Col.*,
Offg. Manager.

NRIPENDRA N. BHUP,
Maharaja of Cooch Behar.
26th February 1907.

No. XLI.

SANAD granted to HIS HIGHNESS THE RAJA of HILL TIPPERA,—1904.

Whereas, with a view to continuing the representation of the ruling house and the dignity of the State of Hill Tippera, it is desirable to remove all doubts as to the rule of succession to the Chiefship of the said State, and the ownership of the Zamindaris and other property in British India which appertain thereto and are held therewith, it is hereby declared :—

1. That the Chiefship of the said State is and shall ever be hereditary in the Deb Berman family of Hill Tippera of which His Highness Radha Kishore Manikya, the present Chief of the said State, is now the lawful and acknowledged head.

2. That the Chief of the said State for the time being may, from time to time and at any time, nominate and constitute any male member of the said family descended through males from him, or any male ancestor of his, to be his Jubraj or Successor to the said Chiefship.

3. That in the event of His Highness Radha Kishore Manikya or any succeeding Chief of the said State dying without having nominated and constituted a Jubraj or Successor, his nearest male descendant descended through males according to the rule of lineal primogeniture, and in default of such descendant his nearest male heir descended through males from any male ancestor of his according to the said rule, shall succeed to the said Chiefship, preference in either case being given to those of the whole blood over those of the half-blood.

4. That in matters relating to the appointment of a successor and the succession to the said Chiefship not heretofore expressly provided for, the usages of the said Raj family shall prevail.

5. That every succession to the said Chiefship shall, as heretofore, require the recognition of the Government of India.

6. Raja Radha Kishore Manikya may rest assured that nothing shall disturb the operation of this Sanad, so long as he and his heirs are loyal to the Crown and faithful to the British Government.

AMPTHILL,
Viceroy and Governor-General of India.

SIMLA;
The 21st June 1904.

No. XLII.

SANAD conferring the title of MAHARAJA upon HIS HIGHNESS RAJA BIRENDRA KISHORE DEB BARMAN MANIKYA, RAJA of HILL TIPPERA in BENGAL, —1919.

I hereby confer upon you the title of Maharaja as an hereditary distinction.

DELHI;
The 1st January 1919.

CHELMSFORD,
Viceroy and Governor-General of India.

PART III.

Treaties, Engagements and Sanads

relating to the

Territories comprised within the

Province of Bihar and Orissa

and to the

States in Political Relations with

the

Government of India

through the

Government of Bihar and Orissa.

THE Province of Bihar and Orissa was separated from the Bengal Presidency under a proclamation, dated the 12th December 1911. The history of the formation of the East India Company and its gradual growth leading up to the foundation of the Diwani of Bengal, Bihar and Orissa, in 1765, has been given in the narrative of Bengal, as are also details of the Conventions signed between Great Britain and France relating to the supply of salt, opium and saltpetre to the French establishments in India. In that narrative too has been given the history of the transfer in 1824 to the British Government of the Dutch settlements including those of Balasore and Patna* by formal Deeds of Transfer [No. XIII and Bengal Nos. XIX to XXII]. The French possess jurisdiction over two plots of land in the Balasore district; one is situated in Purana Balasore and measures about 29 acres, and the other in village Bainchi measuring about 9 acres, the boundaries of which were fixed in 1895. Prior to 1915 this *loge* had been leased to one Sukhdev Singh by the Chandernagore authorities who apparently kept no local representative in that territory to look after its proper administration. It thus

* The Deed relating to Patna is not forthcoming.

became a centre of smuggling and an asylum for bad characters, necessitating a reference to the Government of India in the year 1915. A Convention was finally signed on the 1st April 1917 (No. CXIV) by the French authorities and the Commissioner of Orissa, under which the *loge* of Balasore and the land at Bainchi were leased to the Government of Bihar and Orissa for a period of three years commencing from the 1st October 1916 subject to the payment of a sum of Rs. 4,000 a year. This Convention has subsequently been renewed at intervals of three years.

FEUDATORY STATES OF ORISSA AND CHOTA NAGPUR.

There are now 26 States in direct relationship with the Governor in Council in his capacity as Agent to the Governor-General in Council, *viz.*:—(1) Athgarh, (2) Athmallik, (3) Baramba, (4) Baud, (5) Daspalla, (6) Dhenkanal, (7) Hindol, (8) Keonjhar, (9) Khandpara, (10) Mayurbhanj, (11) Narsingpur, (12) Nayagarh, (13) Nilgiri, (14) Pal-Lahara, (15) Ranpur, (16) Talcher, (17) Tigeria, (18) Bonai, (19) Gangpur, (20) Bamra, (21) Kalahandi, (22) Patna, (23) Rairakhol, (24) Sonpur, (25) Seraikela, (26) Kharsawan.

Of the above, the first 17 were formerly known as the Tributary Mahals of Orissa; Nos. 18 and 19 were transferred in 1905 from the control of the Commissioner of Chota Nagpur to that of the Commissioner of Orissa at the time of the partition of Bengal; while Nos. 20 to 24 were transferred at the same time from the control of the Commissioner of the Chattisgarh division of the Central Provinces to that of the Commissioner of Orissa; Nos. 25 and 26, formerly known as the Political States of Chota Nagpur, were until 1916 under the control of the Commissioner of Chota Nagpur.

Previous to 1906 all the States were directly under the control of the respective Commissioners; the Commissioner of Orissa having, in respect of the seventeen Tributary Mahals, the title of Superintendent of the Tributary Mahals, an office created in 1814. In 1906 a Political Agent was appointed under the Commissioner of Orissa for the twenty-four States under his control, but Seraikela and Kharsawan remained as before directly under the Commissioner of Chota Nagpur. In 1916 these two States were also added to the charge of the Political Agent. Finally in 1922, with a view to bringing these States in closer touch with the Governor in Council as Agent to the Central Government, the Commissioners of Orissa and Chota Nagpur were eliminated and the functions previously vested in them were transferred to the Political Agent, who was designated Political Agent and Commissioner, Orissa Feudatory States. An Assistant Political Agent was at the same time appointed to assist in the administration.

TRIBUTARY MAHALS OF ORISSA.

Until 1803 the Tributary Chiefs of Orissa were feudatories of the Raja of Nagpur. During the Mahratta war of that year a small British force marched from Ganjam and took the town of Cuttack on the 10th October 1803. Balasore had been previously captured on the 21st September and, the plains of Orissa having been thus brought under British rule, negotiations were entered into with the Hill Chiefs. In November 1803 engagements were executed by, and *kaulnamas* given to, the Rajas of Athgarh, Baramba, Daspalla, Dhenkanâl, Hindol, Khandpara, Narsingpur, Nayagarh, Nilgiri, Ranpur, Talcher and Tigeria and also to the Rajas of Angul and Banki and eight other *kilas* which have ceased to be Feudatory States (Nos. I and II).

After the defeat of the Mahrattas on the 2nd November 1803 at the Barmul Pass, the Raja of Baud and Athmallik tendered his submission to the East India Company (Nos. III and IV), while in 1804, the Raja of Keonjhar and Pal-Lahara executed a similar agreement and received a *kaulnama* (Nos. VII and VIII).

No treaty was executed at this time with the Chief of Mayurbhanj, because a Rani occupied the *gaddi* and the succession was disputed; after her death in 1811 her successor executed *ikrarnamas* in 1812 and 1815 and a Treaty engagement was first executed in 1829 (No. XVII).

Angul and Banki were in 1803 included among the Tributary Mahals; but in 1839 the Raja of Banki was found guilty of murder and was deposed, and his State declared forfeited; while in 1848 the Raja of Angul was likewise deposed for aiding the malcontents of Baud in their opposition to those officers of Government who were engaged in suppressing human sacrifices, and for insubordination and open hostility to Government. Banki was, by Act XXV of 1881, incorporated with the district of Cuttack, while Angul was formed into a scheduled district under Act XIV of 1874 and is now, with the Kondhmals, a separate district, under Regulation I of 1894.

In a Treaty, dated the 17th December 1803 (*see* Central Provinces No. II), between the East India Company and the Sena Sahib Suba Raghuji Bhonsla by which the latter ceded, among other territories, the province of Cuttack including the Port and District of Balasore, it was stipulated that the engagements which the British Government had made with the feudatories of the Sena Sahib Suba in Orissa were to be confirmed, and that a list of the persons with whom such engagements had been made was to be given to the Sena Sahib Suba when the Treaty was ratified by the Governor-General in Council.

In the Regulations of 1805 all the Tributary States of Orissa, except Baud, Pal-Lahara and Athmallik (of which no mention was made) were exempted from the operation of the Bengal Regulations.

The office of Superintendent of the Tributary Mahals of Orissa was created in 1814, being held by the Commissioner of Orissa as *ex-officio* Superintendent. Baud and Athmallik were transferred to his control in 1837 from the jurisdiction of the South Western Frontier Agency, to which Gangpur and Bonai also belonged at one time. In 1839 and 1840 rules were framed for the administration of civil and criminal justice in the States; these rules were not formally promulgated, but directions were issued that the Superintendent should be guided by their spirit and they were communicated to the Rajas. By these rules the Rajas were, among other things, prohibited from exercising the powers of life and death, and from allowing the practice of *sati* and human sacrifices.

In 1842 all the seventeen States, except Khandpara, agreed to suppress *sati* (No. XX).

In 1862 Sanads (No. XXIII) were granted to all the Chiefs guaranteeing them the right of adoption.

In 1874 the hereditary title of Raja was conferred on them al (No. XXVII).

The Chiefs of the Mahals were persuaded in 1875 to abandon all monopoly of salt and all restrictions on its free transit through, or sale in, their territories. No agreements, however, were taken on the subject.

In 1888 it was decided by the Secretary of State in Council, in accordance with a ruling of the High Court in the case of Mayurbhanj, that these seventeen States do not form part of British India, and, in consequence of this decision, new Sanads (Nos. XXXVI to LII) were given on the 27th October 1894 to all the Chiefs, defining their status, powers and position.

In 1908 revised Sanads (Nos. LXXI to LXXXVI) were granted to all these Chiefs (except Keonjhar who had resigned the Chiefship and whose State was under Government administration) in consequence of a memorial presented by several of them to His Excellency the Viceroy. The definite limitation of criminal powers laid down in the Sanad of 1894 (Nos. XXXVI to LII) was replaced by a clause requiring the Chief to conform to the instructions issued from time to time by the Lieutenant-Governor; and the clause of that Sanad whereby the right to catch elephants was granted as a personal concession was deleted, arrangements for catching elephants being included in the matters on which the Chiefs are required to conform to advice. The designation of the officer whom the Chiefs are to consult was changed from "Superintendent of the

Tributary Mahals" to "Commissioner of the Orissa Division" (*see* clause VIII of Sanad No. LXXI).

Revised Sanads were granted in 1915 (Nos. LXXXVIII to CIII) after the separation of the Province of Bihar and Orissa from the Province of Bengal. These Sanads are similar to those granted in 1908 except that the name of the Lieutenant-Governor of Bihar and Orissa in Council took the place of that of the Lieutenant-Governor of Bengal. The special provisions requiring the Chiefs of Athmallik, Baud, Mayurbhanj and Pal-Lahara to pay nazarana on succession were omitted, the payment of nazarana having been abolished in 1911 on the occasion of the Coronation Darbar. A revised Sanad was not granted in 1915 to the Raja of Keonjhar as he had resigned in 1907 and his State was under the administration of Government; but in 1927 a Sanad (No. CXXIV), based on that granted to certain of these Chiefs in 1915, was granted to the *ex*-Chief's son who had succeeded to the *gaddi* on the death of his father in 1926.

The powers exercised by British Courts in respect of criminal cases arising in the Mahals were regularised by Foreign Department Notification No. 3431-I. of the 5th September 1892, which was subsequently modified by Foreign and Political Department Notification No. 768-A-425-Intl. of the 1st April 1922. The law and procedure to be observed in the exercise of this jurisdiction were laid down in Foreign Department Notification No. 1375-I. B. of the 21st March 1900.

BONAI AND GANGPUR.

Bonai and Gangpur, with a number of other States now under the Governor of the Central Provinces, were ceded to the British Government in 1803 (Central Provinces No. II) by the Mahratta Chief Raghuji Bhonsla, but were restored to him in 1806 (Central Provinces No. III). They reverted to the British Government under the provisional agreement concluded with Mudhoji Bhonsla (Appa Sahib) in 1818 (Central Provinces No. V) and were finally ceded by the Treaty of 1826 (Central Provinces No. VI). They were formerly dependent on the Chief of Sambalpur, but this dependency ceased when they came under the British Government. For a time they formed part of the South Western Frontier Agency created in 1833, but they were transferred to the charge of the Commissioner of Chota Nagpur in 1854.

Settlements were made with both these States in 1827, which were renewed in 1875 and 1876 for twenty years by fresh Sanads (Nos. XXIX and XXXI).

In 1863 the Government of Bengal issued certain rules for the guidance of the Chiefs of the Tributary Mahals of Chota Nagpur in the administration of justice in their respective jurisdictions. By these rules the judicial powers of these Chiefs were limited to sentences of imprison-

ment up to two years or to fines not exceeding Rs. 50; or, subject to confirmation by the Commissioner of Chota Nagpur, to sentences of imprisonment up to five years and fines not exceeding Rs. 200. They had no powers of whipping, and all orders passed by them were subject to revision by the Commissioner. The rules also dealt with the management of police, prisons, etc., in their States.

The powers exercised by British Courts in respect of criminal cases arising in these two States are regularized by the same notification as that which governs these matters in the original Tributary Mahals of Orissa.

In 1882 an appeal was preferred to the High Court by one Mehtu Kharia against a conviction and sentence passed upon him by the Commissioner of Chota Nagpur. The offence was committed in Gangpur and the case was referred by the Chief of the State to the Commissioner for trial. The accused was tried in Lohardaga. The case was heard by a Divisional Bench of the High Court, which rejected the appeal on the ground that the Court had no power to interfere.

The Secretary of State having decided in 1891 that the Chota Nagpur States do not form part of British India, new Sanads (Nos. LVII and LVIII) were granted to the Chiefs of Bonai and Gangpur in 1899, defining their status, powers and position and fixing their tribute for a period of 20 years. On the partition of Bengal in 1905 these were superseded by Sanads (Nos. LXII and LXIII), dated the 23rd December 1905, fixing their tribute for a period of 14 years and appointing the Commissioner of Orissa as the officer to be consulted by the Chiefs in place of the Commissioner of Chota Nagpur.

These Sanads were again superseded by revised Sanads granted in 1915 (Nos. CV and CVI) after the separation of Bihar and Orissa from Bengal. In these revised Sanads the Lieutenant-Governor of Bihar and Orissa in Council took the place of the Lieutenant-Governor of Bengal; and the clause requiring payment of nazarana on succession was omitted.

Sanads of Adoption were also granted in 1914 (No. CIV) to these two States, in order to place them on the same footing in this respect as the Chiefs of the other groups who already enjoyed the privilege.

The revised Sanads of 1915 were further revised in 1919 to bring them more into conformity with those granted to the Chiefs of other Orissa States (Nos. CXVI and CXVII). In the Sanad of 1919 the specific control of Government over the appointment of State officers was withdrawn. The clause limiting the right to catch elephants was also omitted and this matter was included among the important matters on which advice should be taken.

The tribute paid by these two States was enhanced in 1924.

CENTRAL PROVINCES STATES.

Bamra, Kalahandi or Karond, Patna, Rairakhol and Sonpur were formerly included among the States in the Chhattisgarh Agency, and their early general history is dealt with in Part IV (Central Provinces). With the exception of Kalahandi, Kabuliats were executed in 1827 (No. XIV) by these Chiefs by which their revenues payable to Government were fixed, nominally for five years, but at the expiry of that period the agreements were not renewed. A separate Engagement (No. XV) was at the same time taken from each Chief binding him to use rightly the judicial and police powers entrusted to him, the powers of the Chiefs in criminal cases being in practice limited to the infliction of seven years' imprisonment. In 1866 Sanads (No. XXIV), dated the 20th May 1865, guaranteeing the Chiefs the right of adoption, were forwarded to the Commissioner of Chhattisgarh for delivery to the Chiefs of Bamra, Kalahandi, Patna and Sonpur. The one granted to Raja Bishan Chandra Jenamani of Rairakhol is dated the 23rd May 1866 (No. XXV) as previous to that time he had not been recognized as a Feudatory Chief. In the following year Sanads, dated the 4th September 1867 (No. XXVI), were granted to these Chiefs recognising them as feudatories and fixing their tribute for 20 years. In February 1888 the tribute payable by the Chiefs was enhanced. On the 23rd December 1905, when the States were transferred from the Central Provinces to Bengal on the partition of the latter Province, fresh Sanads (Nos. LXIV to LXVIII) were granted to them, fixing their tribute for 20 years with effect from 1888. In these Sanads the designation of the Chiefs was changed from Tributary to Feudatory.

These Sanads were revised in 1915 (Nos. CVII to CXI) to give effect to the changes arising from the separation of the Province of Bihar and Orissa from Bengal, and in the new Sanads the tribute payable by each State (which was enhanced in 1909) was fixed for a period of thirty years from 1909 to 1939.

Since 1926 the confirmation of death sentences in these five States has been reserved to the Governor in Council.

CHOTA NAGPUR STATES.

SERAIKELA AND KHARSAWAN.

Seraikela and Kharsawan were, with Bonai, Gangpur, Surguja, Udaipur, Jashpur, Korea and Changbhakar, included in the South Western Frontier Agency on its creation in 1833. The designation of the Agency was changed in 1854 to that of "Commissionership of Chota Nagpur." In October 1905 Surguja, Udaipur, Jashpur, Korea and Changbhakar were transferred to the Central Provinces, while Gangpur and Bonai were placed under the Commissioner of Orissa. Seraikela and Kharsawan remained under the Commissioner of Chota Nagpur, assisted by the Deputy Commissioner of Singhbhum, and from 1916 by the Political Agent, Orissa, till in 1922 they were transferred to the Orissa Agency.

The Singhbhum country was never conquered by the Mahrattas, and was in the position of an independent State when Raja Ghansham Singh tendered his allegiance to the British Government in 1819. The object of the Raja in so doing was partly to be recognised as owning the allegiance of his kinsmen, the Raja of Seraikela and the Thakur of Kharsawan, whose States are situated in the Singhbhum country, and partly to procure assistance in subduing the refractory tribe of the Larka Kol. The Raja's pretensions to supremacy were not recognised; but an Agreement (No. X) was in 1820 taken from him only as regards his own Estate. It was apparently intended that separate engagements should be taken from the Raja of Seraikela and the Thakur of Kharsawan, but this was not done.

The refractory Larka Kol were subdued in 1821, and an Agreement (No. XI) was made with them, by which they bound themselves to be subject to the British Government, and to pay a fixed tribute to their Chiefs. But in consequence of repeated outrages, it was found necessary to send a force against them in 1836, when fresh arrangements were verbally made and solemnly sworn to, by which they bound themselves to obey, and pay revenue to, the British Government. In 1838 each of the headmen received a Sanad (No. XIX) and patta, in the former of which all the conditions which they had sworn to abide by were specified. Whenever a new headman is appointed he receives a sanad, and swears to abide by the conditions. In 1857 a large number of the Larka Kol espoused the cause of the Raja of Singhbhum in his rebellion against Government; but on the restoration of order they reverted to peaceful pursuits.

Part of the Estate of the Raja of Singhbhum, afterwards styled the Raja of Porahat, was confiscated in January 1858 for rebellion, and

granted to the Raja of Seraikela and the Thakur of Kharsawan, for which they received Sanads (Nos. XXI and XXII), while the quit-rent of Rs. 97 paid by the Thakur of Anandpur, whose Estate was held in subordination to the Raja of Porahat, was remitted in perpetuity. The remainder of the Singhbhum Raja's Estate was sequestrated during the Raja's lifetime, and Government declared that on his death a member of his family should be reinstated in Porahat. Arjun Singh, the *ex*-Raja, was in 1862 granted an increased pension of Rs. 400, which was raised to Rs. 600 in 1888. He died in March 1890. By Act II of 1893 it was enacted that the Estate should thenceforth be part of the Singhbhum district. Certain portions of the Estate were granted in 1859 to divers individuals, and in 1895, by an Indenture dated the 4th October (No. LIII), the unalienated portion was granted as an inalienable, impartible, revenue-free *zamindari* to Arjun Singh's only son, Kumar Narpat Singh.

The States of Seraikela and Kharsawan pay no tribute or *peshkash* to Government. They were originally called Political States; but, the Secretary of State having decided in 1891 that they, and the other Chota Nagpur States, were not part of British India, they were formally recognised as Feudatory in 1899, when Sanads were granted to them defining their status, powers and position with reference to the British Government (Nos. LIX and LX). These sanads were superseded by revised Sanads granted in 1915 (Nos. CXII and CXIII) and differ from the previous ones in that the Lieutenant-Governor of Bihar and Orissa was authorised to recognise successions on behalf of the Governor-General, and the clause requiring payment of nazarana on succession was omitted.

Sanads of Adoption were granted to the Chiefs in 1914 (*See* No. CIV).

The hereditary title of Raja was conferred on the Chiefs in 1917 (No. CXV).

The Sanads of 1915 were revised in 1919 when fresh Sanads (No. CXVIII and CXIX) were granted to the Chiefs on the lines of those granted in the same year to Bonai and Gangpur. In the new Sanads the specific control of Government over the appointment of State officers was withdrawn and the clause limiting the right to catch elephants was omitted, this latter matter being included among the important questions on which advice should be taken.

In common with the other States in Chota Nagpur the Chiefs of Seraikela and Kharsawan were to be guided by the rules framed in 1863 limiting their judicial powers. The powers exercised by British Courts in respect of criminal cases arising in these States have been regularized by Notification No. 768-B-425-Intl., dated the 1st April 1922 of the Foreign and Political Department, which also indicates the law and procedure by which such courts are to be guided.

TRIBUTARY AND FEUDATORY STATES.

(1) Athgarh.

Athgarh appears as Atzur in the treaties and engagements made with this State up till 1894, when a new Sanad (No. XXXVI) was granted to Raja Sri Karan Raghunath Beherta Patnaik, who died on the 25th January 1896. In 1915 a revised Sanad (No. LXXXVIII) was granted to his successor Sri Karan Biswanath Beberta Patnaik, who died on the 22nd June 1918. He was succeeded by his only son, Sri Karan Radhanath Beberta Patnaik, born on the 12th September 1909.

In 1925 the State ceded (No. CXXIII) civil and criminal jurisdiction over the lands required within its boundaries by the Bengal-Nagpur Railway, the Talcher Branch of which runs through the State.

The area of the State is 168 square miles; population, by the Census of 1921, 42,351; real income Rs. 1,83,469; and tribute Rs. 2,800. It has (1926) 25 armed police.

(2) Athmallik.

In the early treaties Athmallik was dealt with as a tributary of Baud, and the Treaty of the 3rd March 1804, and the Counter Engagement of the same date (Nos. III and IV), were made with Raja Bishambhar Deo of Baud and Athmallik. But in 1819 a separate Kabuliat was executed by Lachandra, then styled *Sawant* of Athmallik, fixing his tribute for 3 years (No. IX). All subsequent agreements were made with Athmallik independent of Baud. The Sati Sanad of 1842 (No. XX) was executed by the *Zamindar* of Athmallik, but in 1874 he was granted the hereditary title of Raja, along with the rest of the seventeen Chiefs (No. XXVII). In 1875 Raja Jogindra Sawant was given a Sanad (No. XXVIII) renewing for 20 years the settlement of his State which had been made in 1819. A further renewal was made unnecessary by the grant to his son and successor, Mahendra Deo Samant, of the Sanad of 1894 (No. XXXVII) which fixed his tribute permanently.

His son Bibhudendra Deo Samant, who was granted a revised Sanad in 1915 (No. LXXXIX), died on the 3rd November 1918, and was succeeded by his son, Kishor Chandra Deo Samant, who was born on the 10th November 1904.

The area of the State is 730 square miles; population, by the Census of 1921, 59,749; real income Rs. 2,38,655; and tribute Rs. 480. It has (1926) 18 armed police.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

(3) BAMRA.

Bamra originally formed one of the Sambalpur and Patna, or Garhjat, group, whose Chiefs were at first independent but were subsequently in subordination to the Maharaja of Patna, the most powerful of their number.

Tribhuban Singh, Chief of Bamra, who died in May 1869, was succeeded by his nephew Sudhal Deo.

By a Document executed on the 15th February 1891 (No. XXXV) Raja Sudhal Deo made over to the British Government certain lands, with the jurisdiction thereon, required for the Bengal-Nagpur Railway Company.

Sudhal Deo died in 1903 and was succeeded by his eldest son Tribhuban Deo, who died in 1916 and was succeeded by his eldest son, Sudhal Deo. He died on the 1st January 1920 and was succeeded by his son, Bhanuganga Tribhuban Deo, who was born on the 25th February 1914. A revised Sanad was granted in 1915 (No. CVII).

The area of the State is 1,988 square miles; population, by the Census of 1921, 134,721; real income Rs. 5,54,644; and tribute Rs. 7,500. It possesses (1926) 71 armed police.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

(4) BARAMBA.

In 1915 a revised Sanad (No. XC) was granted to Raja Bishambar Mangraj Mahapatra, who died on the 20th August 1922 and was succeeded by his son Narayan Chandra Birbar Mangraj Mahapatra, born on the 10th January 1914.

The area of the State is 134 square miles; population, by the Census of 1921, 38,630; real income Rs. 1,00,930; and tribute Rs. 1,397-15-5. It possesses (1926) 8 armed police.

(5) BAUD.

A treaty was made with, and counter-engagement given to, the Raja of Baud and Athmallik, Bishambhar Deo, on the 3rd March 1804 (*see* Athmallik). In 1821 Raja Chandra Sikhur Deo executed a Kabuliat (No. XII) in which his tribute was fixed for five years. In 1827 he executed an Agreement (No. XVI), accepting the obligation of certain police and judicial duties within his State.

Till 1837 this State formed part of the South Western Frontier Agency.

In 1875 a Sanad (No. XXX) was granted to Raja Pitambar Deo, renewing for 20 years the settlement that had been made in 1821.

Pitambar Deo died in 1879 and was succeeded by his son Jogendra Deo.

The separation from Baud of the Kondhmals, over which the Raja of Baud possessed a merely nominal jurisdiction, was due to the Kondhs of Gumsur, in collusion with the Kondhs of Baud, having created disturbances which the Raja was entirely unable to quell. He also failed to put down the practice of human sacrifices (*Meriah*) then prevailing among the Kondhs. Raja Jogendra Deo admitted that he had no power in, and was not in possession of, the country: and in 1885 made over to the British Government part of his State, which has since been incorporated with Angul into a British district.

In 1894 a Sanad (No. XXXIX) was granted to Jogendra Deo, in which the tribute was permanently fixed, thus rendering any further settlement unnecessary.

Jogendra Deo died on the 10th March 1913 and was succeeded by his son Narayan Prashad Deo, born on the 14th March 1904. A new Sanad (No. XCI) was granted in 1915.

The area of the State is 1,264 square miles; population, by the Census of 1921, 124,411; real income Rs. 2,76,041; and tribute Rs. 800. It has (1926) 25 armed police.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

(6) Bonai.

The present Chief, Raja Indra Deo, was born on the 6th January 1884 and succeeded his father, Raja Chandra Deo, on the 19th February 1902.

A revised Sanad was granted in 1919 (No. CXVI).

The area of the State is 1,296 square miles; population, by the Census of 1921, 68,178; real income Rs. 1,89,322; and tribute Rs. 2,700. It has (1926) 18 armed police.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

(7) Daspalla.

Between 1753 and 1775 the Chief of Daspalla, Trilochan Bhanj, acquired the pargana of Jormu, an area of about 5 square miles, situated

on the north bank of the Mahanadi. This area was reannexed, after several battles, by the Raja of Angul. Trilochan's successor Makund Deo petitioned the Darbar of Raghuji Bhonsla for a decision of his claim to Jormu; it was decided in his favour and thenceforth in old papers the State was called Jormu Daspalla, or Jorum Daspalla. The *Peshkash* or tribute payable by the State was fixed at 5,001 *Kahans* of *Kowris;* but Makund Deo objected to this on the ground that his State supplied timber to the Raja of Puri for construction of the Jagannath car. 1,000 *Kahans* of *Kowries* were accordingly remitted in view of this timber supply in 1777. The balance of 4,001 continued to be paid to the Mahrattas. It was raised to 4,500 *Kahans* in 1803, and this was later converted into its equivalent of Rs. 661-7-11 in silver coin.

This tribute is in theory paid for Jormu, and nothing is paid for the Daspalla State proper in view of the annual supply of timber for the Jagannath car, which is still sent to Puri. The Treaty of 1803 (No. I), by which his tribute was fixed, was executed by the Chief as Raja of Jormu and the *Kaulnama* of that year (No. II) was granted to him as Raja of Daspalla and Jormu. Another Treaty, bearing no date, but probably executed in 1804, was executed by him as Raja of Daspalla and he was also granted a *Kaulnama* (Nos. V and VI). By clause 2 of this latter Treaty the Chief made himself responsible for the safety of the Barmul Pass, and by clause 1 of the *Kaulnama* no tribute was to be demanded from him so long as he remained obedient and loyal.

On the death of Raja Narayan Deo Bhanja on the 11th December 1913, the succession of his adopted son, Kishore Chandra Deo Bhanja, born on the 16th April 1908, was recognised by Government, who overruled the claim of Babu Baishnab Charan Deo, a relative of the late Chief. In 1915 the latter stirred up a serious disturbance among the Kondh population of the State, which resulted in the siege of the palace and the murder of some of the State officials, and would have had still more disastrous consequences but for the arrival of the Commissioner of Orissa with a force of military and police. Babu Baishnab Charan Deo was tried and was transported for life.

A revised Sanad was granted in 1915 (No. XCII).

The area of the State is 568 square miles; population, by the Census of 1921, 34,509; real income Rs. 1,22,022; and tribute Rs. 661-7-11. It has (1926) 22 armed police.

(8) Dhenkanal.

Raja Bhagirathi Mahendra Bahadur died in 1877, and was succeeded by his adopted son, Dinabandhu Mahendra Bahadur, who died a minor in 1885. He was succeeded by his son Sura Pratap Mahendra Bahadur

to whom a revised Sanad (No. XCIII) was granted in 1915. He died on the 16th October 1918 and was succeeded by his son Sankar Pratap Mahendra Bahadur, born on the 14th November 1904.

In 1925 the State ceded (No. CXXIII) civil and criminal jurisdiction over the lands required within its boundaries by the Bengal-Nagpur Railway, the Talcher Branch of which runs through the State.

The area of the State is 1,463 square miles; population, by the Census of 1921, 233,691; real income Rs. 5,78,569; and tribute Rs. 5,099-0-9. It has (1926) 21 armed police.

(9) GANGPUR.

In 1876 Raja Raghunath Sikhar Deo, who had succeeded in 1865, was given a Sanad (No. XXXI) renewing the existing settlement for 20 years.

In 1888 he ceded (No. XXXIV) civil and criminal jurisdiction over the lands in his State required by the Bengal-Nagpur Railway.

In February 1894 the Raja granted to Edward Golding Barton a gold mining lease, and in February 1898 and May 1902 leases for quarrying lime and limestone. The leases were for 30 years each.

In 1897, in consequence of Raghunath Sikhar Deo's maladministration, a serious disturbance took place in the State, culminating in open revolt and making it necessary for the Deputy Commissioner of Singhbhum, with an armed body of British police, to assist the Raja in restoring order and arresting the insurgent leaders.

As a result of an enquiry into the state of affairs that had brought about the revolt, the Raja was, in 1900, required to appoint a Diwan selected by Government. Thereafter the administration of the State greatly improved.

Raghunath Sikhar Deo died in 1917 and was succeeded by his grandson Bhawani Shankar Sekhar Deo who died on the 5th May 1930 and was succeeded by his son the present Raja Bir Mitra Pratap Sekhar Deo, born in 1920.

A revised Sanad (No. CXVII) was granted in 1919.

The area of the State is 2,492 square miles; population, by the Census of 1921, 309,271; real income Rs. 6,65,830; and tribute Rs. 10,000. It has (1926) 49 armed police.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

(10) Hindol.

The present Chief, Raja Bahadur Naba Kishore Chandra Mardraj Jagadeb, was born on the 14th June 1891, and succeeded to the *gaddi* on the death of his father, Janardan Mardraj Jagadeb, on the 10th February 1906.

In 1915 he was granted a revised Sanad (No. XCIV): and on the 1st January 1921 the title of Raja Bahadur was conferred upon him as a personal distinction.

In 1925 the Raja ceded (No. CXXIII) civil and criminal jurisdiction over the lands required in his State by the Bengal-Nagpur Railway, the Talcher Branch of which runs through a small part of Hindol territory.

The area of the State is 312 square miles; population, by the Census of 1921, 38,617; real income Rs. 1,54,741; and tribute Rs. 551-3-11. It has (1926) 15 armed police.

(11) Kalahandi or Karond.

It is alleged that Kalahandi or Karond was formerly an independent State, paying no tribute to any power; but it eventually came under the dominion of the Mahrattas, and in the days of Raghuji Bhonsla a *takoli* of Rs. 5,330 was assessed and regularly paid. The amount was reduced to Rs. 4,500 under the last Raja of Nagpur.

The State was not one of the Garhjat States which composed the group under Patna and Sambalpur, but was a tributary chieftainship owing allegiance to the reigning Mahratta family of Nagpur. When, in 1853, the province of Nagpur lapsed to the Crown, Karond came under the jurisdiction of the British Government, and was created a Feudatory State in 1867 (No. XXVI).

In 1878 the Ruler of Kalahandi was granted a permanent salute of 9 guns.

When Raja Udit Pratap Deo died in 1881, he had adopted as his heir Raghu Keshar Deo, born in 1872. He had at a considerably earlier period adopted one Rambhadra Sai, but had cancelled the adoption in consequence of the youth's misconduct. The claim of Raghu Keshar Deo as heir was recognised by the Government of India and he succeeded accordingly. There thence arose a dispute as to the succession, and the opportunity was taken by the Kondhs to prefer numerous complaints against the oppression and mismanagement from which they alleged that they had long suffered. Eventually the Kondhs rose in open rebellion. The disturbances were suppressed with the aid of British troops; and a British officer was in 1882 appointed as Political Agent, with head-quarters at Bhawani Patna, to manage the State. This arrangement continued till 1887, when the office of Political Agent for the State was merged in that of the newly created Political Agent for the Chhattisgarh Feudatories.

Raja Raghu Keshar Deo, who had been invested with full powers in January 1894, was murdered in October 1897 by one of his servants, and was succeeded by his son, Raja Brijmohan Deo, born in 1896, to whom a revised Sanad (No. CVIII) was granted in 1915.

In 1906 the State ceded (No. LXX) civil and criminal jurisdiction over the lands within its boundaries required for the Raipur-Vizianagram Railway.

In 1926 the title of Maharaja was conferred on Raja Brijmohan Deo, as a personal distinction.

Subject to Kalahandi is the petty Chiefship of Thuamul, held by a branch of the Karond family. The Thuamul family was divided into an elder and a younger branch: the head of the former succeeding to the Chiefship with the title of Pat Raja, the head of the latter to the administration of the country with the title of Tat Raja. This custom led to constant feuds between the Tat and Pat Rajas: disputes also occurred between Kalahandi and Jaipur, occasioned by claims of the latter to supremacy over the pargana of Kashipur, a part of Thuamul. The Nagpur Government therefore determined to separate Thuamul from Kalahandi and to leave its administration in the hands of the Tat Raja. These orders were confirmed by the Government of India in 1862, and the claims of Jaipur to Kashipur were at the same time disallowed. In 1866, however, it was found that the disputes between the Pat and Tat Rajas still continued. Thuamul was therefore divided between them. The portion allotted to the Pat Raja was restored to the jurisdiction of the Chief of Kalahandi; while, of that allotted to the Tat Raja, he was confirmed in the administration of Kashipur, paying a proportionate share of the tribute, and was granted the remainder as a separate zamindari. In 1869 the Tat Raja also was placed under the feudal control of the Raja of Kalahandi.

The area of the State is 3,745 square miles; population, by the Census of 1921, 415,827; real income Rs. 5,72,677; and tribute Rs. 1,600. The State possesses (1926) 68 armed police.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

(12) KEONJHAR.

A treaty was concluded with, and a *Kaulnama* given to, the Raja of Keonjhar on the 16th December 1804, by which he was to pay a tribute of Rs. 2,976-11-11 (Nos. VII and VIII). In 1859, in recognition of the services of Raja Gadadhar Narayan Bhanj Deo during the mutiny, the tribute was reduced by Rs. 1,000: the revised amount including the tribute (Rs. 266-10-8) of Pal-Lahara State (*q. v.*).

Gadadhar Narayan Bhanj Deo died in 1861 and was succeeded by his son Dhanurjai Narayan Bhanj Deo.

In 1868 a disputed succession in Keonjhar rendered it necessary for the British Government to despatch a considerable force into the State to restore peace. After this the State was for some time under British superintendence, but this was withdrawn in 1878.

In May 1891 an insurrection, in which the hill tribe of Bhuiyans were the chief movers, broke out but was easily put down by a small force of troops and police. An enquiry was held into the causes of discontent, the State being placed under management in the meanwhile. As a result, it was decided to allow Dhanurjai Narayan to resume control, but measures were instituted for the improvement of his administration, and an Agent was appointed to advise and assist him. The Agent was withdrawn in 1900.

In 1898 a new Sanad (No. LV) was given to the Chief in which it was specifically stated that the tribute of Rs. 1,710-1-3 payable by him excluded that payable to his credit by the Chief of Pal-Lahara. Mention of this fact had been omitted from the Sanad of 1894 (No. XLIII).

Dhanurjai Narayan Bhanj Deo died on the 27th October 1905, and was succeeded by his eldest son, Gopinath Narayan Bhanj Deo, who resigned in 1907. His resignation was accepted, and the State was taken under Government administration.

In 1923 the State ceded (No. CXXII) civil and criminal jurisdiction over the lands within its boundaries required for the use of the Bengal-Nagpur Railway, the Amda-Jamda Branch of which enters the State.

Gopinath Narayan Bhanj Deo died on the 12th August 1926, when his son Balbhadra Narayan Bhanja Deo, born on the 26th December 1905, was recognised as his successor. A revised Sanad (No. CXXIV) was granted to him in 1927.

The area of the State is 3,096 square miles; population, by the Census of 1921, 379,496; real income Rs. 9,25,195; and tribute (excluding that of Pal-Lahara) Rs. 1,710-1-3. It has (1926) 154 armed police.

(13) KHANDPARA.

Raja Jadunath Singh Mangraj, the founder of the Khandpara State, obtained the title of Mangraj from the Maharaja of Orissa. Another Raja, Banamali Singh of Khandpara, received as reward for military services the title of Bhai Mardraj Bhramarbar Ray which is borne by the Chiefs to the present day.

In 1915 a revised Sanad (No. XCV) was granted to Raja Ram Chandra Mardraj Bhramarbar Ray. He died on the 26th December 1922 and was succeeded by his adopted son Harihar Singh Mardraj Bhramarbar Ray, born on the 30th August 1914.

The area of the State is 244 square miles; population, by the Census of 1921, 64,289; real income Rs. 1,19,404; and tribute Rs. 4,211-8-8. It has (1926) 11 armed police.

(14) Kharsawan.

Raja Ganga Ram Singh Deo, Zamindar of Kharsawan, was rewarded for his services in the Singhbhum mutiny of 1857 with a portion of the sequestrated Estate of the Raja of Porahat, for which in 1860 he received a Sanad (No. XXII).

In 1888 the State ceded (No. XXXIII) civil and criminal jurisdiction over the lands within its boundaries required by the Bengal-Nagpur Railway.

The first Sanad which defined the status, powers and position of the Chief with reference to the British Government was granted in 1899 (No. LX) to Thakur Mahendra Narayan Singh Deo. He died on the 6th February 1902, and was succeeded by his son, Sriram Char Singh Deo, born on the 5th July 1892.

A revised Sanad was granted in 1915 (No. CXIII) and this was further revised by another granted in 1919 (No. CXIX).

In 1917 the hereditary title of Raja was conferred (No. CXV) on the Ruler of Kharsawan.

In 1920 the State ceded (No. CXX) civil and criminal jurisdiction over the lands within its boundaries required by the Amda-Jamda Branch of the Bengal-Nagpur Railway.

The area of the State is 153 square miles; population, by the Census of 1921, 37,305; real income Rs. 1,04,695. It pays no tribute. The State has (1926) 25 armed police.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

(15) Mayurbhanj.

Mayurbhanj is the largest and most important of the Feudatory States of Orissa.

In 1803, the year of the British conquest of Orissa, Rani Sumitra Dei, widow of the previous Chief, Damodar Bhanj, who had died childless, was in occupation of the *gaddi* and was acknowledged by the British Government. No treaty or agreement was however entered into with her, and the State was therefore not included in the list of States mentioned in section 36 of Regulation XII of 1805, but was specially

exempted in section 37 of that Regulation. On the death of Sumitra Dei in 1811 the succession devolved on Tribikram Bhanj. He executed two *Ikrarnamas* in 1812 and 1815 agreeing to pay a tribute of Rs. 1,001 and to forego his claim to levy a tax on pilgrims who had to pass through the State on their way to and from Puri. He was succeeded by his son Jadunath Bhanj, who executed a Treaty engagement in 1829 (No. XVII).

The Raja of Mayurbhanj rendered good services during the mutiny of 1857.

In 1866, owing to the mismanagement of Raja Srinath Bhanj, the Bahmanghatti sub-division of Mayurbhanj was placed under the control of the Deputy Commissioner of Singhbhum. In 1878 it was restored to his successor Krishna Chandra Bhanj.

Krishna Chandra Bhanj died in 1882 and was succeeded by his son Sriram Chandra Bhanj Deo.

In 1896 the State ceded (No. LIV) civil and crimi jurisdiction over the lands within its boundaries occupied by the Bengal-Nagpur Railway.

On the 1st April 1905 a light railway, connecting Baripoda, the capital of the State, with Rupsa station on the Bengal-Nagpur Railway, was opened to traffic: and on the 8th April an Agreement (No. LXI) was entered into with the Bengal-Nagpur Railway Company for its working. This railway has since been extended to Talband, in the interior of the State, and has been transferred to the Mayurbhanj Railway Company, on whose behalf it is worked by the Bengal-Nagpur Railway.

In 1910 the hereditary title of Maharaja was conferred (No. LXXXVII) on the Ruler of Mayurbhanj.

Sriram Chandra Bhanj Deo died in 1912 and was succeeded by his eldest son Purna Chandra Bhanj Deo, to whom a revised Sanad (No. XCVI) was granted in 1915.

A serious rebellion of the Santal inhabitants of the State occurred in 1917, to subdue which military and police forces had to be brought from British India. The rebellion had its immediate origin in the fears raised among these aborigines at the prospect of being recruited for the Labour Corps of the Indian Army. When the disturbance died down and the fears raised were set at rest, several thousand labourers were voluntarily recruited for this service, and did good work.

On the 1st January 1918 a permanent salute of 9 guns was granted to the Ruler of Mayurbhanj.

Purna Chandra Bhanj Deo died on the 20th April 1928 and was succeeded by his brother Pratap Chandra Bhanj Deo, born in 1901.

The area of the State is 4,243 square miles; population, by the Census of 1921, 754,314; real income Rs. 28,25,008; tribute Rs. 1,067-11-9. It has (1926) 240 armed police.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

(16) NARSINGHPUR.

The minor Chief, Raja Ram Chandra Mansingh Harichandan Mahapatra, who succeeded his father, Sadhu Charan Mansingh Harichandan Mahapatra, died on the 5th July 1921. A revised Sanad (No. XCVII) was granted to him in 1915. His younger brother, Ananta Narayan Mansingh Harichandan Mahapatra, who was born on the 9ih September 1908, has been recognised as his successor.

The area of the State is 199 square miles; population, by the Census of 1921, 33,002; real income Rs. 92,860; and tribute Rs. 1,455-8-3. It has (1926) 14 armed police.

(17) NAYAGARH.

Raja Raghunath Singh Mandhata, Chief of Nayagarh, died on the 4th September 1897 without an heir. On his death-bed he authorised his younger Rani to adopt an heir. She adopted Narayan Singh Mandhata, whose succession was recognised in 1898; but, owing to his incapacity, the State was taken under Government administration, and remains so under the present minor Chief.

Raja Narayan Singh Mandhata, to whom a revised Sanad (No. XCVIII), was granted in 1915, died on the 7th December 1918 and was succeeded by his son Krishna Chandra Singh Mandhata, born on the 15th August 1911.

The area of the State is 588 square miles; population, by the Census of 1921, 122,842; real income Rs. 2,50,870; and tribute Rs. 5,525-4-1. It possesses (1926) 48 armed police.

(18) NILGIRI.

In addition to the treaty engagement of 1803 (No. I) executed by Raja Ram Chandra Mardraj Hari Chandan, another one (No. XVIII) was executed in 1833 by Rani Chira Dei, widow of Govind Chandra Mardraj Hari Chandan, and her Diwan, Shibacharan Patnaik. Raja Govind Chandra had died in 1833 leaving two infant sons by Chira Dei, who was the youngest of his three Ranis. Shibacharan Patnaik was her brother, and the management of the State was entrusted to the Rani, with her brother as Diwan, during the minority of the Chief. The treaty engagement of 1833 was accordingly executed by them.

Chira Dei's son, Krishna Chandra Mardraj Hari Chandan, was permitted to administer his State in 1843 and ruled till 1893. He was succeeded in that year by his adopted son Shyam Chandra Mardraj Hari Chandan, adopted from the Mayurbhanj family. Owing to his complicity in a case of torture in his State, he was temporarily deprived of his powers in 1905; but they were restored in 1908. He died on the 6th July 1913 and was succeeded by his only son Kishore Chandra Mardraj Hari Chandan, born on the 2nd February 1904, to whom a revised Sanad (No. XCIX) was granted in 1915.

The area of the State is 278 square miles; population, by the Census of 1921, 65,222; real income Rs. 1,91,416; and tribute Rs. 3,900-7-8. It has (1926) 24 armed police.

(19) Pal-Lahara.

Pal-Lahara was originally a larger State, but was dispossessed of much territory by neighbouring Rajas. About the year 1778 the Keonjhar Raja obtained ascendency in the State. The Chief of Pal-Lahara had died in that year, leaving two daughters only, and his mother Arnapurna took over the administration. The people supported the claim of one Bimba Pal, the natural son of a former Chief. Arnapurna applied for aid to the Raja of Keonjhar who sent a force, seized Bimba Pal, and put Arnapurna in possession of the State. She appointed Nanda Pal, a natural son of her husband, as Diwan. On her death in 1815 the Raja of Keonjhar allowed Nanda Pal to continue to administer Pal-Lahara as his *Bissoie*.

On Nanda Pal's death in 1825 some sarbarakars of Pal-Lahara resisted the authority of Keonjhar by force. They failed to expel the Raja, and sent a petition to the Agent General of the South Western Frontier, who came with a small force and ordered him to withdraw. He also directed the people to select a person to manage the State till the rival claims were settled. They chose one Badyanath Pal, who was asserted to be the only legitimate living male of the Pal-Lahara Raj family. The claim of Keonjhar to the State was investigated, the Raja of Keonjhar claiming that he had got it as dowry of his wife, the younger daughter of the Chief who had died in 1778. It was decided that he was paramount and that the Raja of Pal-Lahara should pay tribute to him. Disputes continued, however, as the Raja refused to pay tribute to Keonjhar and the latter was not allowed to use force to realise it. The matter was ultimately arranged in 1840, when the Raja of Keonjhar was deprived of all right of interference in the local affairs of Pal-Lahara, and the Chief of Pal-Lahara was allowed to pay his quit-rent or tribute to the office of the Superintendent of Tributary Mahals for credit as a portion of the tribute payable by the Keonjhar

State. In 1880 the Keonjhar Raja petitioned that this quit-rent should be increased, but this was not allowed.

Badyanath Pal ruled till 1859 and was succeeded by his son Chakradhar Pal (Muni Pal) who died in 1888 and was succeeded by his son Duti Krishna Pal (Ganeshwar Pal).

In 1898 a fresh Sanad (No. LVI) was given to Ganeshwar Pal, in which it was specifically stated that the tribute paid by him was for credit as a portion of the tribute or *peshkash* payable by the Keonjhar State. This condition had been omitted from the Sanad of 1894 (No. XLIX).

Ganeshwar Pal died on the 30th July 1912, and the succession of his cousin's son, Sarat Chandra Pal, under the name and title of Raja Muni Pal, was recognised. The Chiefs of Pal-Lahara assume the names Muni Pal and Ganeshwar Pal alternatively on succession.

A revised Sanad (No. C) was granted in 1915.

The area of the State is 452 square miles; population, by the Census of 1921, 23,789; real income Rs. 67,677; and tribute Rs. 266-10-8. It has (1926) 11 armed police.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

(20) PATNA.

Hira Vajra Deo, Maharaja of Patna, died in August 1866, and was succeeded by Sur Pratap Deo. In 1869 the tyranny of the Maharaja and of his brother, Lal Bishwanath Singh, caused a rising among the Kondhs of the State. They were speedily reduced, but not until Lal Bishwanath Singh and his followers had committed many atrocities. For these crimes Lal Bishwanath Singh was removed from Patna, and an enquiry into the causes of the outbreak led to the deposition of the Maharaja, and the assumption in 1871 of the management of the State by the British Government.

Maharaja Sur Pratap Deo, who was a Chauhan Rajput and the twenty-sixth representative of the family, died in 1878, leaving no male issue. He was succeeded by his nephew, Ram Chandra Singh Deo, the son of Lal Bishwanath Singh. Maharaja Ram Chandra Singh Deo shot himself on the 8th June 1895, and was succeeded by his uncle Dalganjan Singh Deo.

In 1906 the State ceded (No. LXIX) civil and criminal jurisdiction over the lands within its boundaries required for the Raipur-Vizianagram Railway.

Maharaja Dalganjan Singh Deo's administration was not satisfactory, and his powers were restricted. He died in 1910 and was succeeded by his eldest son Prithwiraj Singh Deo, who also failed to administer his State well. Restrictions were therefore placed on his powers, but were gradually removed: and, at his death in 1924, he was enjoying practically full powers. A revised Sanad was granted to him in 1915 (No. CIX).

On the 1st January 1918 a permanent salute of 9 guns was granted to the Ruler of Patna.

Prithwiraj Singh Deo had no natural son, and adopted in February 1922 the second son of the Jubaraj of Seraikela. The adoption was contested by the Chief's brothers, and the Chief himself ultimately attempted to deny its validity, alleging that he had previously adopted a son of one of his brothers. This was proved to be untrue, and the adoption was held to be valid and binding. The succession of the adopted boy Raje Narayan Singh Deo was recognised by the Government of India the death of Prithwiraj Singh Deo on the 16th January 1924.

The area of the State is 2,399 square miles; population, by the Census of 1921, 494,456; real income Rs. 7,25,927; and tribute Rs. 13,000. It possesses (1926) 80 armed police.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

(21) Rairakhol.

The State of Rairakhol was formerly a *zamindari* subordinate to Bamra, but was made an independent State, and constituted one of the Garhjat group, by the Patna Chiefs about the middle of the eighteenth century.

The Chief of this State was not at first included in the list of feudatories, at the time of their classification in 1865, on the ground of his maladministration. Subsequently it was ascertained that the Chief was not to blame and, as he had shown conspicuous loyalty in 1857, he was recognised in May 1866 as a feudatory, and in the same year he was granted a Sanad of Adoption (No. XXV). A Sanad defining his status as a feudatory Chief was granted to him in the following year (No. XXVI).

Raja Bishan Chandra Jenamani, who was born in 1819, succeeded in 1825. Owing to his mismanagement of the State it became necessary in 1889 to appoint a Diwan, who administered the State under the supervision of the Political Agent.

Bishan Chandra Jenamani died in 1900 and was succeeded by his grandson Gur Chandra Deo. Certain restrictions, which were placed on his powers at the time of his succession, were removed in 1904. He died in July 1906. Just previous to his death he adopted a brother of the Chief of Bonai State, whose succession under the name of Bir Chandra Jadumani Deo Jenamani was recognised by Government. A revised Sanad (No. CX) was granted in 1915.

The area of the State is 333 square miles; population, by the Census of 1921, 31,225; real income Rs. 86,383; and tribute Rs. 2,000. It possesses (1926) 10 armed police.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

(22) Ranpur.

The present Chief, Raja Birbar Krishna Chandra Singh Bajradhar Narindra Mahapatra, who was born about 1877, succeeded his father on the 12th July 1899.

A revised Sanad (No. CI) was granted in 1915.

The area of the State is 203 square miles; population, by the Census of 1921, 41,282; real income Rs. 65,156; and tribute Rs. 1,400-13-2.

(23) Seraikela.

The Chiefs of Seraikela have always been distinguished for loyalty to the British Government. Raja Ajambar Singh died in 1837 of illness brought on by exposure and fatigue in the Kol campaign, in the course of which he rendered important services. His son and successor, Raja Chakradhar Singh Deo, gave valuable assistance during the Singhbhum mutiny of 1857, and during the Keonjhar campaign in 1868. He was rewarded for his services on the former occasion with a portion of the sequestrated Estate of the Raja of Porahat, for which in 1860 he received a Sanad (No. XXI).

Chakradhar Singh Deo died in 1882 and was succeeded by his son Udit Narayan Singh, born on the 16th January 1849. In 1884 the title of Raja Bahadur was conferred on him, as a personal distinction.

In 1888 the State ceded (No. XXXII) civil and criminal jurisdiction over the lands within its boundaries required by the Bengal-Nagpur Railway.

The first Sanad (No. LIX), defining the status, powers and position of the Chief of Seraikela with reference to the British Government was

granted in 1899. A revised Sanad (No. CXII) was granted in 1915: and this was further revised by a fresh Sanad (No. CXVIII) granted in 1919.

In 1917 the hereditary title of Raja was conferred (No. CXV) on the Ruler of Seraikela.

In 1922 the title of Maharaja was conferred on Raja Bahadur Udit Narayan Singh, as a personal distinction.

The area of the State is 449 square miles; population, according to the Census of 1921, 115,192; real income Rs. 3,28,372. It pays no tribute. It has (1926) 30 armed police.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

(24) Sonpur.

This family is an offshoot from the former ruling house of Sambalpur. In 1887, owing to the unsatisfactory management of his State by Raja Niladhar Singh Deo, an officer of Government was appointed as Diwan, to assist the Raja in his administration, under the supervision of the Political Agent.

Niladhar Singh Deo died in 1891 and was succeeded by his eldest son Pratap Rudra Singh Deo. He died on the 8th August 1902 and was succeeded by his son Bir Mitrodaya Singh Deo, born in 1874. A revised Sanad (No. CXI) was granted to him in 1915.

In 1908 the title of Maharaja was conferred on Raja Bir Mitrodaya Singh Deo, as a personal distinction.

On the 1st January 1918 a permanent salute of 9 guns was granted to the Ruler of Sonpur: and, in 1921, the hereditary title of Maharaja was conferred on him (No. CXXI).

The area of the State is 906 square miles; population, by the Census of 1921, 226,751; real income Rs. 3,42,959; and tribute Rs. 12,000. It has (1926) 30 armed police.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

(25) Talcher.

The present Chief, Raja Kishor Chandra Birbar Harichandan, to whom a revised Sanad (No. CII) was granted in 1915, is the twenty-second of his line, and succeeded to the *gaddi* by adoption in 1891. He was the son of the late Raja's first cousin and was born on the 9th June 1880.

In 1925 the State ceded (No. CXXIII) civil and criminal jurisdiction over the lands within its boundaries required by the Bengal-Nagpur Railway.

In January 1927 a branch of the Bengal-Nagpur Railway was opened from Cuttack to Talcher to serve the coal-fields of the State, which are now being worked by the Talcher Coalfields Company, Limited.

The area of the State is 399 square miles; population, by the Census of 1921, 51,015; real income Rs. 2,19,701; and tribute Rs. 1,039-10-5. It possesses (1926) 24 armed police.

(26) TIGERIA.

The present Chief, Raja Banamali Kshatriya Birabar Chamupati Singh Mahapatra, who was born on the 19th March 1857, succeeded his father on the 8th April 1886. Owing to his old age and failing health he has been permitted, at his own request, to devolve the administration of his State on his adopted son and heir.

A revised Sanad (No. CIII) was granted in 1915.

The area of the State is 46 square miles; population, by the Census of 1921, 19,534; real income Rs. 28,936; and tribute Rs. 882. It has (1926) 4 armed police.

No. I.

TREATY ENGAGEMENT executed by the RAJAH of KILLAH KANIKA, a Tributary Mehal subordinate to Cuttack, to the HONORABLE EAST INDIA COMPANY'S SPECIAL COMMISSIONERS for the SOOBAH of ORISSA, MESSRS. HARCOURT and MELVILLE,—1803.

I, Rajah Balabhadra Bhunj, Rajah of Killah Kanika, in the Soobah of Orissa, engage faithfully and correctly to abide by this Engagement, entered into by me with the Honorable East India Company as contained in the following Clauses, to wit:—

Clause 1.—I will always hold myself in submission and loyal obedience to the Honorable East India Company aforesaid.

Clause 2.—I will continue to pay, without demur, to the said Government as my annual peshkus or tribute, 84,840 kahuns of Cowrees, in three instalments as specified herein below.

Clause 3.—I will on demand to that effect, cause any person who is an inhabitant of the Soobah appertaining to the Honorable Company aforesaid, and who may have fled and come into my territory, to be forthwith arrested and delivered over to the Government.

Clause 4.—Should any person, who is a resident in my territories, commit a crime within the limits of the Mogulbundi, I hereby engage, on demand to that effect, to cause such person to be arrested and delivered over for trial to the Government Authority. Moreover, I further bind myself, in cases where I may possess any claim or demand on one who is an inhabitant of the Mogulbundi, not of my own authority to enforce such claim; but I will notify the same to the constituted authority and will act in accordance with such orders as may issue from him.

Clause 5.—I engage that whenever the troops of the Honorable Company's Government shall pass through my territories, I will direct the people of my Killah to supply, to the extent of their capability, all russud and supplies, which shall be sold at fair prices. Further I will, on no manner of pretext whatever, ever stop or detain, or offer any let or hindrance to, any subject of the Honorable Company's Government, or to any other person whatever, who may be proceeding by land or water, with goods or orders, or with any perwannah on the part of the Government, through my boundaries, and will rather take care that no loss or mischief shall befall such parties in life or goods.

Clause 6.—In case any neighbouring Rajah or any other person whatever shall disobey the said Government, I engage, on demand and without demur, to depute a contingent force of my own troops with the forces of Government for the purpose of rebuking and chastising such rebel and bringing him under the subjection of the aforesaid Government. Such contingent to receive only rations agreeably to the previously current practice, so long as they shall be present.

These shall be the instalments of my peshkus, to be paid :—

		Kahuns.
In the month of Cheyt		28,840
Ditto	Jeyt	28,000
Ditto	Asar	28,000
	Total	84,840

Dated the 22nd November 1803.

Saban 6th, 1211 Umlee.

N.B.—The Rajahs of the following Killahs or Tributary States, and other Zamindars, subordinate to Cuttack, are bound by precisely similar Treaty Engagements taken at the same time. Their names and amount of tribute are added below: but the amount of tribute has in some cases been subsequently altered :—

1. Killah Atzur—Rajah Sreekurn Gopenath Buburta Putnaick.
   Tribute, 28,111 kahuns

2. Killah Barombar—Rajah Pindik Mungraj.
   Tribute, 6,340 kahuns.

3. Killah Nursingpore—Rajah Man Sing Hureechundun.
   Tribute, 6,601 kahuns.

4. Killah Journoo (Daspalla)—Rajah Gouree Churn Deo Bhunj.
   Tribute, 4,500 kahuns.

5. Killah Talchere—Rajah Bhageruthee Beerbur Hureechundun.
   Tribute, 6,715 kahuns.

6. Killah Tigreeah—Rajah Chumput Sing.
   Tribute, 4,000 kahuns.

7. Killah Hindole—Rajah Kissen Chunder Murdraj Jugdeo.
   Tribute, 2,500 kahuns.

8. Killah Kundpara—Rajah Bhoerbur Ray.
   Tribute, 24,100 kahuns.

9. Killah Dhenkanal—Rajah Ramchunder Mohendro Bahadoor.
   Tribute, 23,125 kahuns.

10. Killah Runpore—Rajah Bujradhur Nurindra.
    Tribute, 6,000 kahuns.

11. Killah Noyaghur—Rajah Mandhata.
    Tribute, 26,450 kahuns.

12. Killah Nilgiri—Rajah Ramchunder Murdraj Hureechundun.
    Tribute, 23,400 kahuns.

&c., &c.

No. II.

KAOOL-NAMAH granted by the HONORABLE EAST INDIA COMPANY'S COMMISSIONERS for the SOOBAH of CUTTACK to RAJAH BALABHADRA BHUNJ, RAJAH of KANIKA,—1803.

We, Lieutenant-Colonel George Harcourt, commanding the victorious troops of the Honorable East India Company and Commissioner of the Soobah of Orissa, and John Melville, Commissioner of the same, appointed by the Most Noble the Marquis of Wellesley, Governor-General, for the settlement and pacification of the said Soobah, do, on behalf of the East India Company, execute this acknowledgment as set forth in the following paras. to Rajah Balabhadra Bhunj, Rajah of Killah Kanika, in the said Soobah of Orissa.

Clause 1.—The annual peshkus payable by the Rajah for his Rajgee of the said Killah, is fixed in perpetuity at 84,840 kahuns.

Clause 2.—No further demand, however small, shall be made on the said Rajah or received from him, as nuzzur, supplies, or otherwise.

Clause 3.—The Government of the Honorable East India Company, it is well known, is ever gracious to those Rajahs who are always loyal and obedient to them, and constant in the impartial administration of justice to all its subjects alike, and therefore in like manner extends the same impartiality to the Rajahs, such as have been indicated above, and seeks always their prosperity and peace. Therefore any just representation or complaints made to the Government by the said Rajah of Kanika will meet with a decision in accord with justice.

Dated 22nd November 1803.

Saban 6th, 1211.

G. HARCOURT, *Lieut.-Colonel,*
J. MELVILLE,
} *Commissioners.*

Similar acknowledgments were given to the following Rajahs:—

1. Rajah of Killah Narsingpore.
2. Ditto Tigreeah.
3. Ditto Dhenkanal.
4. Ditto Runpore.
5. Ditto Barombar.
6. Ditto Kundpara.
7. Ditto Noyaghur.
8. Ditto Talchere.
9. Ditto Atsur.
10. Ditto Nilgiri.
11. Ditto Hindole.
12. Ditto Duspulla and Joremoo and 10 others.

No. III.

TREATY ENGAGEMENT executed by the RAJAH of BOAD and ATMULLICK, a TRIBUTARY MEHAL SUBORDINATE to CUTTACK, to the HONORABLE EAST INDIA COMPANY'S SPECIAL COMMISSIONERS, MESSRS. HARCOURT and MELVILLE,—1804.

I, Rajah Bissumbur Deo, Rajah of Boad and Atmullick, in the Soobah of Orissa, engage faithfully and correctly to abide by this engagement entered into by me with the Honorable East India Company, as contained in the following Clauses, to wit:—

Clause 1.—I will always hold myself in submission and loyal obedience to the Honorable East India Company aforesaid.

Clause 2.—I will, on demand to that effect, cause any person who is an inhabitant of the Soobah appertaining to the Honorable Company aforesaid, and who may have fled and come into my territory, to be forthwith arrested and delivered over to the Government.

Clause 3.—I engage that whenever the troops of the Honorable Company's Government shall pass through my territories, I will direct the people of my Killah to supply, to the extent of their capability, all " russud " and supplies, which shall be sold at fair prices. Further, I will, on no manner of pretext whatever, ever stop or detain, or offer any let or hindrance to, any subject of the Honorable Company's Government, who may be proceeding by land or water through my boundaries, and will rather take care that no loss or inconvenience shall befall such parties in life or goods.

Clause 4.—In case any neighbouring party whatever shall offer opposition to the said Government, I engage, on demand and without demur, to depute a contingent force of my own troops with the forces of Government for the purpose of coercion of such rebel recusant. Such contingent to receive only rations (or ration allowance) agreeably to the previously current practice, so long as they shall be present.

March 3rd, 1804.

No. IV.

COUNTER-ENGAGEMENT executed on behalf of GOVERNMENT to RAJAH BISSUMBUR DEO, RAJAH of KILLAH BOAD and ATMULLICK,—1804.

We, Lieutenant-Colonel George Harcourt, commanding the victorious troops of the Honorable East India Company, and Commissioner of the Soobah of Orissa, and John Melville, Commissioner of the same, appointed by the Most Noble the Marquis of Wellesley, Governor-General, for the settlement and pacification of

the said Soobah, do, on behalf of the East India Company, execute this Engagement, as set forth in the following para., to Rajah Bissumbur Deo of Killah Boad and Atmullick, in the said Soobah of Orissa :—

Clause 1.—It is well known that those Rajahs who hold themselves in subordination and friendship with the said Government, are ever treated with gracious consideration by that Government; those who are its friend are treated as friends. If, therefore, you should prove yourself a friend and a well-wisher of that Government, it will never fail to act towards you in a like friendly manner. You will without care or disquiet continue to enjoy your Rajgee, and to maintain a friendly spirit in subordination and obedience to this Government.

G. HARCOURT, *Lieut.-Colonel*, } *Commissioners.*
J. MELVILLE, }

Dated 3rd March 1804.

8th Zekudda 1211.

No. V.

TREATY ENGAGEMENT executed by GOUREE CHURN BHUNJ, RAJAH of KILLAH DUSPULLA, a Hill State Tributary to Cuttack, to the HONORABLE COMPANY'S SPECIAL COMMISSIONERS for the SOOBAH of ORISSA, MESSRS. HARCOURT and MELVILLE,—1804.

I, Rajah Gouree Churn Bhunj of Killah Duspulla, in the Soobah of Orissa, do hereby engage faithfully and correctly to abide by this Engagement entered into by me with the Honorable East India Company, and contained in the following Clauses, to wit :—

Clause 1.—I will always hold myself in submission and loyal obedience to the Honorable East India Company aforesaid.

Clause 2.—I hereby engage to preserve in safe keeping the "Ghattee" or pass called Burmool, and if at any time troops, horse or foot, without the orders of the said Company's Government, endeavour to cross the said Pass, I engage to prevent them so doing. In case any larger body of troops should endeavour to force the Pass, I will forward immediate intimation of the circumstance to the constituted authorities, and meanwhile, till such time as the Government troops shall arrive on the spot, I will oppose the forcing of the Pass with my own forces.

Clause 3.—I will, on demand to that effect, cause any person who is an inhabitant of the Soobah appertaining to the Honorable Company aforesaid, and who may have fled and come into my territory, to be forthwith arrested and delivered over to the Government.

Clause 4.—Should any person who is a resident in my territories commit a crime within the limits of the Mogulbundi, I hereby engage, on demand to that effect, to cause such person to be arrested and delivered over to the Government Authorities. Moreover, I further bind myself, in cases where I may possess any claim or demand on one who is an inhabitant of the Mogulbundi, not of my own authority to enforce such claim, but I will notify the same to the constituted authority, and will act in accordance with such orders as may issue from him.

Clause 5.—I engage that whenever the troops of the Honorable Company's Government shall pass through my territories, I will direct the people of my Killah to supply to the extent of their capability all " russud " and supplies, which shall be sold at fair prices. Further, I will, on no manner of pretext whatever ever stop or detain, or offer any let or hindrance to, any subject of the Honorable Company's Government or to any other person whatsoever, who may be proceeding by land or water, with goods or orders, or with any Perwannah on the part of Government through my boundaries, and will rather take care that no loss or inconvenience shall befall such parties in life or goods.

Clause 6.—In case any neighbouring Rajah, or any other person whatever, shall offer opposition to the said Government, I engage, on demand and without demur, to depute a contingent force of my own troops with the forces of Government for the purposes of coercion and investigation, and the bringing of such recusant into subjection to the aforesaid Government, such contingent to receive only rations (or ration allowance) agreeably to the previously current practice, so long as they shall be present.

No. VI.

KAOOL-NAMAH OF COUNTER-ENGAGEMENT given on behalf of the Government to RAJAH GOUREE CHURN BHUNJ of KILLAH DUSPULLA, by the HONORABLE EAST INDIA COMPANY'S COMMISSIONERS for the SOOBAH of CUTTACK,—1804.

We, Lieutenant-Colonel George Harcourt, commanding the victorious troops of the Honorable East India Company and Commissioner of the Soobah of Orissa, and John Melville, Commissioner of the same, appointed by the Most Noble the Marquis of Wellesley, Governor-General, for the settlement and pacification of the said Soobah, do, on behalf of the East India Company, execute this Engagement, as set forth in the following paras., to Rajah Gouree Churn Bhunj, Rajah of Killah Duspulla, in the said Soobah of Orissa.

Clause 1.—So long as he shall remain obedient and loyal to the Government of the East India Company, no Peshkus, or tribute, or payment, or nuzzur, or other demand shall be made on the said Rajah, or taken from him for the Rajgee of the said Raja's Killah.

Clause 2.—The Government of the Honorable East India Company, it is well known, is ever gracious to those Rajahs who are always loyal and obedient to them,

and constant in the impartial administration of justice to all its subjects alike, and therefore in like manner extends the same impartiality to the Rajahs, such as have been indicated above, and seeks always their prosperity and peace—therefore any just representation or complaints made to the Government by the said Rajah of Duspulla will meet with a decision in accord with justice.

G. HARCOURT, *Lieut.-Colonel*, }
J. MELVILLE, } *Commissioners.*

(No date attached.)

No. VII.

TREATY ENGAGEMENT executed by the RAJAH of KILLAH KEONJHUR, a Tributary Mehal subordinate to Cuttack, to the HONORABLE EAST INDIA COMPANY'S SPECIAL COMMISSIONERS for the SOOBAH of ORISSA, MESSRS. HARCOURT and MELVILLE,—1804.

I, Rajah Junardun Bhunj, of Killah Keonjhur, in the Soobah of Orissa, engage faithfully and correctly to abide by this Engagement, entered into by me with the Honorable East India Company, as contained in the following Clauses, to wit:—

Clause 1.—I will continue in constant friendship with the Honorable East India Company, holding myself in submission and loyalty to them, and regarding their enemies as my enemies.

Clause 2.—I will continue to pay, without demur, to the said Government as my annual peshkus or tribute 12,000 kahuns of Cowrees in three instalments, as specified herein below.

Clause 3.—I will, on demand to that effect, cause any person who is an inhabitant of the Soobah appertaining to the Honorable Company aforesaid, and who may have fled and come into my territory, to be forthwith arrested and delivered over to the Government.

Clause 4.—Should any person, who is a resident in my territories, commit a crime within the limits of the Mogulbundi, I hereby engage, on demand to that effect, to cause such person to be arrested and delivered over to the Government Authority. Moreover, I further bind myself, in cases where I may possess any claim or demand on one who is an inhabitant of the Mogulbundi, not of my own authority to enforce such claim, but I will notify the same to the constituted authority, and will act in accordance with such orders as may issue from him.

Clause 5.—I will take measures of precaution and care within my own territories, so as to prevent the passage, within my boundaries, of any troops, horse or foot, who may be the enemies of the said Company.

The tribute to be paid in the following instalments, to wit :—

		Kahuns.
In the month of Cheyt	. . . .	4,000
Ditto Jeyt	. . . .	4,000
Ditto Asar	. . . .	4,000

Dated 16th December 1804.

1st Ramzan 1211.

No. VIII.

KAOOL-NAMAH or COUNTER-ENGAGEMENT given on behalf of the GOVERNMENT to JONARDUN BHUNJ, RAJAH of KILLAH KEONJHUR, 16th December * and delivered to PERSADEE DOSS, VAKEEL.

We, Lieutenant-Colonel George Harcourt, Commanding the victorious troops of the Honorable East India Company, and Commissioner of the Soobah of Orissa, and John Melville, Commissioner of the same, appointed by the Most Noble the Marquis of Wellesley, Governor-General, for the settlement and pacification of the said Soobah, do, on behalf of the East India Company, execute this acknowledgment, as set forth in the following paras., to Rajah Jonardun Bhunj of Killah Keonjhur in the said Soobah of Orissa.

Clause 1.—We agree that the whole of the lands, whether called Mogulbund. or by any other name, which were in the possession and enjoyment of the said Rajah of Keonjhur, during the time of the Mahratta Sovereignty, shall belong in perpetuity to the said Rajah of Keonjhur, and further, we agree that besides the peshkus (or tribute) hereinafter specified, nó demands shall be made or levied from him.

Clause 2.—The annual peshkus (or tribute) payable for the Rajgee of the said Killah, is fixed in perpetuity at 12,000 kahuns of Cowrees and no further payment, however trifling, whether as Nuzzur or supplies, or under whatsoever name, shall be demanded or taken from the said Rajah.

Clause 3.—Any just representation made by the Rajah of the said Killah shall receive, on the part of the Honorable Company's Government, an answer in accord with the amity subsisting with the said Rajah.

G. HARCOURT, *Lieut.-Colonel.*

J. MELVILLE.

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* The original of this document does not bear the year on it, but there is little doubt it was granted in 1804.

No. IX.

TRANSLATION of a KABULIYUT executed by LACHANDRA, SAWANT of ATMALIK, dated the 30th May 1819, 22nd Jeyth 1226, F. S.

Whereas I, Lachandra, Sawant of Atmalik, do hereby promise to pay the sum of Rs. 3,600 (at the rate of 12 doganis per rupee), being the jumma for three years fixed by Government for my whole estate of Pergunnah Atmalik, without pleading any excuse of calamity, that is to say, I agree to pay Rs. 1,200 per annum from 1228 to 1230 according to instalments detailed below into the Sumbulpur Treasury as Government rent for my estate, and will make no objection of any kind. Wherefore I do write these few lines in the shape of a kabuliyut, to be used when required.

No. X.

TRANSLATION of a KUBOOLYUT taken from RAJAH GHUNSHAM SING DEO of PORAHAT, in SINGBHOOM, dated 1st February 1820.

Whereas His Excellency the Most Noble the Governor-General in Council has been graciously pleased to extend to me the protection of the Honourable Company, and to admit me within the list of Feudal Tributaries of the British Empire in India, I hereby engage and bind myself and my posterity to a loyal devotion to the interest of my new Sovereign, and the most implicit obedience to such orders as I or they may, from time to time, receive from a competent authority. I further engage for the purpose of marking my Feudal dependence on the British Government to pay an annual tribute of 101 Sicca Rupees to be given with the year 1226 (1st Bhadon) 1818, and to be paid in the month of Poss, to the person who may be appointed to receive it by His Lordship in Council.

Should I or my posterity wilfully fail in the observance of these stipulations, I hereby declare myself and them liable to such notice of, or punishment for, the infringement, as it may appear to the British Government for the time being to deserve.

TRANSLATION of the POTTAH given to RAJAH GHUNSHAM SING DEO of PORAHAT, in SINGBHOOM, dated 1st February 1820.

In return for the Engagement which you have executed and delivered to Captain Ruddell, I am authorized and directed by the British Government to assure you of the protection of the Honourable Company, the efficient benefit of which, in your maintenance in all your existing rights, privileges, and possessions, you and your posterity will continue to enjoy, so long as you and they shall faithfully abide by the stipulations to which you have pledged yourself and them.

No. XI.

AGREEMENT of LURKA COLES in 1821.

First.—We acknowledge ourselves to be subject to the British Government, and engage to be loyal and obedient to its authority.

Secondly.—We agree to pay to our Chief or Zemindar eight annas for each plough for the five years next ensuing, and afterwards one rupee if our circumstances admit of it.

Thirdly.—We engage to keep the road through our pergunnahs open and safe for all descriptions of travellers, and if robbery take place to deliver the thief to justice and account for the property stolen.

Fourthly.—We will allow persons of all castes to settle in our villages and afford them protection; we will also encourage our children to learn the Ooriah or Hindi tongues.

Lastly.—If we should be oppressed by our Chiefs or Zemindars, we will not resort to arms for redress, but complain to the Officers Commanding the Troops on our Frontier, or to some other competent authority.

No. XII.

TRANSLATION of a KABULIYUT executed by RAJAH CHANDRA SIKHUR DEO, ZEMINDAR of BOADH, dated November 1821.

I, Rajah Chandra Sikhur Deo, zemindar of Boadh, do hereby promise to pay Rs. 3,750 sicca kaledar, the amount of tribute fixed by the Honorable the East India Company for my entire estate, without pleading any excuse on the score of calamity, for a period of five years from 1231 to 1235 Nagpuri year. I, of my own free will and accord, promise to pay the same sum year by year according to the instalments noted below into the Sumbulpur treasury. I will make no excuse for non-payment; wherefore I write these few lines in the shape of a kabuliyut to be used when required.

No. XIII.

DEED for the transfer of the NETHERLANDS possessions at BALASORE,—1825.

Whereas in pursuance of a Treaty concluded between His Majesty the King of the United Kingdom of Great Britain and Ireland and His Majesty the	Nademaal ten gevolge van het Tractaat gesloten te London, op den 17 den Maart 1824 tusschen Zyne Majesteit de Koning der Ne-

King of the Netherlands, at London on the 17th of March 1824, the Netherlands possessions at Balasore has been ceded to the British Government.

Be it known that H. Botjer constituted by the Hon'ble B. C. D. Bouman, Esq., Commissioner on the part of the Netherlands Government to cede the possessions aforesaid, accordingly restores to C. R. Cartwright, Esq., nominated by the Right Hon'ble the Governor General in Council at Calcutta, Commissioner on the part of the British Government, the possession of the Netherlands possessions aforesaid, of His Majesty the King of the Netherlands on the Continent of India, and does hereby declare to have ceded and delivered up the same accordingly to the limits thereof, and I, C. R. Cartwright, in my aforesaid capacity in the name and on behalf of His Britannic Majesty acknowledge to have received from said Botjer, Commissioner on behalf of the Netherlands Government the said Netherlands possessions at Balasore.

derlanden, en Zyne Majesteit de Koning van het Vereenigde Koningryke van Groot Britange en Ireland, de Nederlandsche bezittingen te Balasoor aan de vaste kust van India, zyn afgestaan aan het Britische Government.—Zy het een isgelyk bekend, dat ik H. Botjir tot de overgave van voorschreven bezittingen van wegen het Nederlandsche Gouvernement te Chinsurah door den weledelen gestrenger Heer B. C. D. Bauman, als Commissaris benoemd en gequalificeerd dezelve mitsdeze op de kragtigste wyze overgeve aan C. R. Cartwright van wegen het Britische Gouvernement door zyne Excellentie den Governor-General in Raade te Calcutta als Kommissaris tot de over naam geconstitueerd en erkenne ik C. R. Cartwright in voorschreven myne qualityt voor en van wegens en namens het Britische Government mits dezen ontvangen te hebben van den Kommissaris H. Botjir, voornoemd, de voorschreven Nederlandsche bezittingen te Balasoor, aande vaste waloau Indie.

In witness whereof I, the said H. Botjer. for and on behalf of the Netherlands Government, and I, the said C. R. Cartwright, for and on behalf of the British Government, have hereunto respectively subscribed our names, and fixed our seals this day.

Waar vanxten bewyze, ik H. Botjir voor en van wegens het Nederlandsche Gouvernement, en ik C. R. Cartwright voor en van wegens het Britische Gouvernement onze namen en zegel respectivelyk hebben ter nedergestled op heded.

C. R. CARTWRIGHT,
Joint Magte. and Depy. Collr. of Balasore.

H. BOTJIR.
Zaturdag den 4 Juny,
Balasoor.

BALASORE, SATURDAY,
4th June 1825.

No. XIV.

KUBOOLYUT executed by MAHARAJAH BHOOPAL DEO of PATNA, dated 17th February 1827, A.D.

Whereas the whole of Khalsa Patna, which is my zemindary, has been settled with me for five years, from 1236 † to 1240 Nagpore year, at an annual jumma of Sicca Rupees 562-8-0, or an aggregate jumma of Rupees 2,812-8-0, including "Mal," "Abwab Muhmoolee," or other customary duties, excepting unclaimed and intestate property, Khyrat, jaghire, "Bishoonpeereet" endowments, I, Maharajah Bhoopal Deo of Patna, do freely and voluntarily execute this agreement, in which I promise that I will, according to the prescribed instalments and without pleading any excuse on the score of drought or diluvion, punctually pay in my revenue at Sumbulpore every year. I will conciliate my ryots, and adopt such measures as shall tend to the improvement of my estate. I will not harbour offenders against public justice, such as highwaymen, dacoits, thieves, and such like characters; and should I detect any such persons within my estate I will promptly apprehend and bring them to justice. I wiil duly report to the authorities all that occurs within my estate.

† A. D. 1826-27 to 1830-31.

(Here follows the specification alluded to.)

NOTE—Similar Kabuliats were executed by the Chiefs of Bamra, Rairakhol and Sonpur.

No. XV.

TRANSLATION of a KUBOOLYUT executed by MAHARAJAH MAHARAJ SAHEE of SUMBULPORE, binding himself to the right discharge of Police and Judicial duties, dated 22nd February 1827.

Whereas I, Maharajah Maharaj Sahee of Sumbulpore, have been vested with authority from the Government to administer justice, and to conduct Police duties within the limits of my estate, and I have voluntarily accepted the obligation, I do hereby promise that I will, with all faithfulness and integrity, discharge the duties entrusted to me. I will conscientiously and impartially decide all civil causes. I will hear and properly investigate all suits preferred to me; and I will, to the utmost of my ability, give no reason to any one for dissatisfaction. If the litigating parties desire arbitration, I will permit them to have recourse to that mode of settling their differences, and I will direct the Punchayet to decide with conscientiousness and impartiality. I will promptly investigate all heinous offences, such as dacoity, plunder, murder, wounding, burglary, theft, highway robbery, etc., that may occur. I will apprehend the offenders, and after duly recording the depositions I will pass an impartial judgment. I will report all that occurs

within my estate to the authorities. I will submit regularly, on the 5th of each month, a Statement of Crimes; and I will never be guilty of concealing any offence. I will not myself oppress, nor will I suffer my "Amlahs" to oppress, any of my ryots, or any persons residing within my estate. I will not, by oppression, confinement, or otherwise, levy the cesses prohibited by Government; and I will not appropriate unclaimed or intestate property; it belongs to the Government. All such property I will take charge of and report to Government for orders. I will be personally responsible in the event of the terms above agreed to being violated; and should a breach of engagement be proved against me, I will render myself liable to any penalty that may be imposed on me for such offence.

NOTE—Similar Engagements were taken from the Chiefs of Bamra, Patna, Rairakhol and Sonpur.

No. XVI.

TRANSLATION of an AGREEMENT executed by RAJAH CHANDRA SIKHUR DEO, ZEMINDAR of BOADH, dated 17th February 1827, corresponding with 8th Falgoon 1234 Fusli, or 1236 Nagpuri year.

Whereas the police duties of my entire zamindari have been entrusted to me by the Government, and I have voluntarily accepted the obligation, I do therefore promise and place on record that I will discharge the duties thereof faithfully and honestly; and whatever suits may be instituted within my jurisdiction for money transaction, &c., I will decide them conscientiously and impartially, and will listen to all objections that may be brought forward, and decide the cases properly. If both parties shall agree to have their disputes settled by arbitration, I will appoint arbitrators, and instruct them to adjust the case without partiality. In the heinous criminal cases, *viz.*, dacoity, plunder, murder, wounding, burglary, theft, and highway robbery, &c., which may occur in my zamindari, I will make thorough inquiries and apprehend the offenders, take evidence and honestly decide the cases. I will send reports of all such cases to the authorities. I will transmit the monthly papers on the 5th of the succeeding month to Sumbulpur by post, and will not conceal any crime. I will not oppress the ryots or inhabitants of my illaka. I will keep a vigilant watch on my amlah, that they may not oppress any body. I will not levy the prohibited cesses nor confine any one on account of it. I have no claim on the intestate property—it belongs to Government; and whatever property of this kind may come into my hands, I will retain in my custody and report about it to the authorities. If I act contrary to the following stipulations, I shall be held responsible for it, and if it is proved against me, I shall submit to the penalties that may be inflicted on me. Wherefore I write these few lines in the shape of an agreement to be used when required.

No. XVII.

TREATY ENGAGEMENT executed by the RAJAH of KILLAH MOHURBHUNJ, a Tributary Mehal subordinate to Cuttack, in the SOOBAH of ORISSA,—1829.

I, Rajah Judoonauth Bhunj, Bahadoor, of Killah Mohurbhunj, of Cuttack, do enter truly and honestly into this Engagement executed by me to the Government of the Honorable East India Company as hereinafter contained, to wit :—

Clause 1.—I will always maintain myself in submission and loyalty to the Honorable East India Company's Government.

Clause 2.—I engage for myself and my heirs and successors to pay annually in perpetuity, and without demur or excuse, as peskhus for the said Killah, 1,001 Sicca rupees, in the following instalments, to the said Government.

Clause 3.—If any resident of the said Soobah of Orissa should flee and come into my territories, I engage, on demand, to cause him to be immediately apprehended, and send him on to the authorities (for the time being).

Clause 4.—If any ryot belonging to my territories should commit an offence within the Mogulbundi boundaries, then, on demand to that effect, I engage to cause such offender to be apprehended and sent to the Authorities for trial. And should I have ground of claim on any resident of the Mogulbundi, I will refrain from enforcing such claim on such person of my own motion, but will notify the circumstance to the Authorities and act on such orders I may from him receive.

Clause 5.—I engage that whenever the troops of the Honorable Company's Government shall pass through my territories, I will direct the people of my Killah to supply, to the extent of their capability, all russud and supplies, which shall be sold at fair prices. Further, I will on no manner of pretext whatever ever stop or detain, or offer any let or hindrance to, any subject of the Honorable Company's Government, or to any other person whatever, who may be proceeding by land or water with goods or orders, or with any perwannah on the part of Government through my boundaries, and will rather take care that no loss or inconvenience shall befall such parties in life or goods.

Clause 6.—In case any neighbouring Rajah or any other person whatever shall offer opposition to the said Government, I engage, on demand and without demur, to depute a contingent force of my own troops with the forces of Government for the purpose of coercion and the bringing of such recusant into subjection to the aforesaid Government. Such contingent to receive only rations (or ration allowance) agreeably to the previously current practice, so long as they shall be present.

Clause 7.—Whereas I have a six-anna claim on the Government on account of the Khoonta Ghat or Ferry, I now of my own free will relinquish such claim, and agree and hereby declare that any such claim made by me, or that shall be made by my heirs and successors shall be false, and to be rejected.

The instalments shall be as follows :—

	Rs.
In Cheyt	335
„ Jeyt	335
„ Asar	331

Dated 1st June 1829. Signed by Rajah.

Witnessed by—

1. SADHOO BHOOKA, *of Mouza Gounteapoor, Mohurbhunj.*

2. RAM JENNA, *of Totaparra, Killah Mohurbhunj.*

No. XVIII.

TREATY ENGAGEMENT executed by the RANI of NILGIRI,—1833.

We, Rani Chira Dei, wife of Gobindchandra Mardaraj Harichandan, deceased Zamindar of Killa Nilgiri, and Shibacharan Patnaik, Dewan of Nilgiri, north of Cuttack district, engage faithfully and correctly to abide by this Engagement entered into by us with the Honorable East India Company as contained in the following Clauses, to wit :—

Clause 1.—I will always hold myself in submission and loyal obedience to the Honorable East India Company aforesaid.

Clause 2.—I will continue to pay, without demur, to the said Government, as my annual peshkus or tribute Rs. As. G. Kr. 3,656 11 3 2 Rupees three thousand six hundred fifty-six, annas eleven, gandas three, Kauries two in three instalments as specified herein below.

Clause 3.—I will, on demand to that effect, cause any person who is an inhabitant of the Subah appertaining to the Honorable Company aforesaid and who may have fled and come into my territory, to be forthwith arrested and delivered over to Government.

Clause 4.—Should any person who is a resident in my territories commit a crime within the limits of the Mogalbandi, I hereby engage, on demand to that effect, to cause such person to be arrested and delivered over for trial to the Government Authority. Moreover, I further bind myself, in cases where I may possess any claim or demand on one who is an inhabitant of the Mogalbandi, not of my own authority to enforce such claim but I will notify the same to the constituted authority and will act in accordance with such orders as may issue from him.

Clause 5.—I engage that whenever the troops of the Honorable Company's Government shall pass through my territories, I will direct the people of my Killa to supply, to the extent of their capability, all rasad and supplies, which shall be sold at fair prices. Further, I will on no manner of pretext whatever ever stop or detain, or offer any let or hindrance to, any subject of the Honorable Company's Government or to any other person whatever, who may be proceeding by land or water with goods or orders or with any parwana on the part of Government through my boundaries and will rather take care that no loss or mischief shall befall such parties in life or goods.

Clause 6.—In case any neighbouring Raja or any other person whatever shall disobey the said Government, I engage on demand and without demur to depute a contingent force of my own troops with the forces of Government for the purpose of rebuking and chastising such rebel and bringing him under the subjection of the aforesaid Government. Such contingent to receive only rations agreeably to the previously current practice, so long as they shall be present.

These shall be the instalments of my peshkas to be paid :—

	Rs.	As.	Ganda.	Kauris.
In the month of Cheyt	1,269	0	0	0
Ditto Jeyt	1,269	0	0	0
Ditto Asar	1,118	11	3	2
Total	3,656	11	3	2

MUKHTAR JAGANNATH BALLABH,
for *most obedient servant, Rani Chira Dei,*
wife of Gobind Chandra Mardraj Harichandan, deceased.

Dated 21st March 1833.

No. XIX.

TRANSLATION of a SUNNUD given by CAPTAIN TICKELL to RAORIA, MANKEE of KOWSILLAPOSSI in BUR PEER, dated 10th December 1838.

Be it known to you, Raoria, Mankee of Kowsillapossi in Bur Peer, that the post of Mankee in Bur Peer is given to you; therefore I give you this sunnud under orders of the Agent, Governor-General, of the 10th December 1838. You must act in accordance therewith. In conformity with your Agreement, made in presence of the Agent, Governor-General, and Assistant Commissioner, you will be held responsible for all the crimes, *viz.*, theft, murder, dacoity, highway robbery

and plunder, etc., occurring in all the villages under your charge. If the revenue of your Illakah be not received on the fixed date, you will be held personally responsible for it; the Government revenue will be collected according to the current settlement and such as may be hereafter made. You will perform your duties zealously, and must arrest and deliver up criminals. You must not willingly allow offenders to escape in any way, whether in consideration of relationship or bribes. If any offenders escape from another Illakah, and take refuge in your Illakah, you must arrest them and bring them to Court, and if you conceal them or favor their cause, it will be to your discredit. You must report to the Court, at once the occurrence of any theft, murder, dacoity, highway robbery and plunder, etc., that takes place in your Illakah, and you are authorised to try and determine yourself petty cases, such as quarrels, altercations, etc., and report the fact to the Court. You are to remain loyal, and obey any orders given you by myself or any person constituted by my successor. For your assistance a Moondah has been appointed in each village in your Illakah. They must obey your orders, and they will also promise before the Agent, Governor-General, and Assistant Commissioner, that they will obey their Mankee's orders and aid him; whatever good or bad occurs in their respective village, they must report it to the Mankee; if they cannot find the Mankee, they will report the fact to the Naib Mankee. If I become ill or go to some other place on my own business, another officer will be appointed to discharge the duties entrusted to me at present. Moreover, if you receive orders to arrest any offender either from the Assistant Commissioner or Acting Assistant Commissioner, you must arrest the offender and bring him to Court. If the offender absconds from your Illakah to any other, you must trace and arrest him. Or if the Mankee of other Illakah requires assistance from you to apprehend a felon, you must comply instantly and make no excuse, and exert yourself to the utmost, so that the felon may be secured. If you be ill, or may have occasion to visit other villages, you must entrust your duties to your Naib. He is appointed by Government for those duties. Moreover, if you see that you will be detained for some time at some place on your own business, you must report that to the Court—that there may exist no anxiety in your mind. If you receive any orders from any Rajah, Baboo, Zemindar, or Karpurdauz, on any pretence whatever, you must not fail in your engagement; on the contrary you must arrest the bearer of the said order, and bring him to the Assistant Commissioner or to the Officer in charge for the time being. If anybody disturbs the peace of your Illakah, you must collect your force or followers, and arrest the man and bring him to the Assistant Commissioner. If the disturber of the peace leaves your Illakah for another, you must go there, apprehend him, and bring him to Court, and must not knowingly let him escape: you must always act up to the above instructions. You will receive a separate Pottah, and will receive one-tenth out of the revenue which will be collected by Government from your Illakah. If you neglect the discharge of the Government duties entrusted to you, then the tenth part of the revenue promised to be paid to you will be withheld, and the Pottah of the Mankeeship will be taken back and given to some other person; you must keep this as a sunnud.

TRANSLATION of a POTTAH given by CAPTAIN TICKELL to RAORIA, MANKEE of KOWSILLAPOSSI in BUR PEER, dated 19th March 1839.

Be it known to Raoria, Mankee of Kowsillaposai in "Sath Bunturia:" the undermentioned villages are entrusted to you. You are nominated Mankee of those villages. You must keep the ryots in those villages satisfied, and settle them. You must be attentive to the Government orders, and collect the revenue of your Illakah according to the settlement, and bring it yourself. Whatever revenue will come from any village, one-sixth of it will be given to the Moondah, and from the remainder you will get one-tenth. Therefore this Pottah is given to you.

(Here follows specification of villages.)

No. XX.

RECOGNISANCE OR ENGAGEMENT taken from the CHIEF OFFICERS of the RAJAH of KILLAH NURSINGPORE, a Tributary Estate, Subordinate to Cuttack, to secure the prevention of the practice of "SUTTEE." Executed by BALKROOSTNO PUTNAIK BABURTA, or Chief Minister of the RAJAH, GUNGADUR CHAMOOKARUN PUTNAIK, NEEL BAHARE MAHANTEE, DUSRUTHEE PUTNAIK, and LOKENATH PUTNAIK, officers of the Rajah's household,—1842.

We, the Baburta and others, officers of the Rajah of Killah Nursingpore, hereby bind ourselves as follows:—

It having been stated, in accordance with the commands of the Home Government and the Governor-General, in clause 2 of the Rules of Practice issued by the Superintendent of the Tributary Mehals, that the practice of "Suttee," or the burning of living Hindoo females, is altogether prohibited: We therefore and accordingly have forbidden this practice within the limits of this Killah of Nursingpore, and we do bind ourselves never voluntarily, or under compulsion, to lend our aid to the performance of any such rite, so prohibited by the Superintendent of the Tributary Mehals, or to allow others to do so.

Further, if on the demise of a Rajah, any of his Ranees should actually desire to become "Suttees," and should disregard our prohibition, we will restrain them from becoming "Suttees," and make a report of the circumstance to the Superintendent, and conform to such orders as we may receive from him. Without the Superintendent's orders (or permission) we will not allow any person to become a Suttee. And we engage unhesitatingly to submit ourselves to any penal orders which the Superintendent of the Tributary Mehals may issue, if we shall act in any way contrary to the engagements of this Recognisance.

Dated 4th day of the month of Bysack 1249, corresponding to the 14th of April A.D. 1842.

Signed by BALKROOSTNO PUTNAIK AND OTHERS.

N.B.—Engagements, precisely similar in purport and wording, were executed at the same time by the officers of the following Tributary Mehals, Rajahs, and Zemindars, namely :—

1. Of Noyaghur.
2. „ Barombar.
3. „ Hindolo.
4. „ Runpore.
5. „ Angool.
6. „ Duspulla Joremoo.
7. „ Atzur.
8. Of Tigreeah.
9. „ Boad.
10. „ Talchere.
11. „ Dhenkanal.
12. „ Nilgiri.
13. „ Mohurbhunj.
14. „ Keonjhur.

And of the Zemindar of Atmullick, and of the Surburakar of Pal Lehra.

No. XXI.

TRANSLATION of a SANAD, dated the 31st May 1860, granted to RAJA CHAKARDHAR SINGH DEO BAHADUR, ZEMINDAR of SARAIKELA.

After compliments.—Whereas during the late disturbances caused by Raja Arjun Sing and other rebels of Porahat you have shown your loyalty to Government and rendered every assistance. Government of India, on the recommendation of the Deputy Commissioner of Singbhum and of the Commissioner of Chutia Nagpur, has granted to you rent-free all the Sadani villages [villages inhabited by non-aboriginal tribes of Pergana Koraikela] on account of which this sunnud is given to you. It is herein declared that you shall continue to be always ready to show your loyalty and to render assistance to Government, and that, on these conditions, you and your successors shall enjoy from generation to generation (*Putra Pautradik*) the villages within the boundaries given below as *Lakhraj* in the same manner as you hold your ancestral State of Saraikela. It is incumbent on you to keep the ryots of these villages under peaceful control, and to make proper settlement of the villages, the rents of which are hereby appropriated to you. The management and settlement of these villages should be established on lines calculated to lead to their gradual improvement. You shall not transgress the boundaries of these villages as fixed by Government, or encroach upon the Kolhan Khalsa villages of Government situated on the Pira. Should any dispute arise between yourself and the ryots of Kolhan regarding boundaries or any lands claimed by the Kolhan villages under the Government, you and your ryots should bring a suit in a British court for the settlement of the dispute, and the court will pass proper orders after enquiry. You shall not yourself pass any decision in such matters. It is further laid down that you shall enjoy the same power of police administration and of deciding cases in the Koraikela villages hereby granted

to you as you are now exercising in Saraikela. If any ryot of these villages complains against yourself, or against any ryot of a Government village, the case shall be decided in a British court. If any persons accused of serious crime committed in Government villages or witnesses of such crime happen to be residents of the villages granted to you, or take shelter therein, the Police Daroga or any other Government officer shall have power to go to such village and arrest or order the appearance of such persons, and every assistance shall be given him by the village officials. If any persons concerned in a case occurring in the villages granted to you be found in Government villages, you or your officers should give notice to the Government Police, with a view to the production of such persons. On occasions when Government troops or officials visit or pass through your territory, you shall comply with requisitions for supplies, forage, etc., and shall generally render every assistance in your power.

The boundaries of the Sadani villages of the Koraikela Pergana are as follows :—

On the North.—The Bedo Suta Nala ; and on the north-east the Bandho Suti Pahar, on south of which is the Bamabat Pahar extending up to the Buch Pahar.

„ „ *West.*—The Dowarsini Pahar.

„ „ *South.*—The Baibaran Pahar, and due south, the Bar tree called Keonjhariya Bar ; from this point due east the boundary passes through the Baran Sal Sarna up to the Janki Nadi.

„ „ *East.*—The Janki Nadi and the Kandikela Nadi. At the north-east corner the boundary is that laid down by Mr. John Haughton, Assistant Commissioner, *viz.*, first, a Simal tree and the bank of Brahmani river ; further west, at an angle of seventy degrees towards the south, is a Tilha tree, from which at an angle of seventeen and a half degrees west by south is a Mahwa tree, on the border of a plot of Bahal land, at the foot of which tree is a heap of stones. The other marks are mentioned in the decision passed by the abovenamed officer.

No. XXII.

TRANSLATION of a SUNNUD, dated the 31st May 1860, granted to the RAJA GANGA RAM SING DEO, ZEMINDAR of KHARSAWAN.

After compliments.—Whereas the Government of India has granted to you rent-free, on the recommendation of the Deputy Commissioner of Singbhum and of the Commissioner of Chutia Nagpur, the four villages of Sinabaka, Simudiri, Sanrai and Dalki, in the Pergana Chakradharpur, in recognition of your loyalty

and of the assistance rendered by you to Government during the disturbances caused by Raja Arjun Singh and other rebels of Porahat, this sunnud is accordingly granted to you, and it is herein declared that if you do continue in the same manner to be always ready to show your loyalty and to render assistance to Government, you and your successors shall enjoy from generation to generation (*Putra Pautradik*) these four villages, as defined by the boundaries given below, as *Lakhraj*. It is incumbent on you to keep the ryots of these four villages under peaceful control, and to arrange under proper management for the collection of the rents, etc., appropriated to yourself. The villages should be administered in such a way as will lead to their gradual improvement. You shall not transgress the boundaries of these villages as fixed by Government. As regards Police administration and the decision of cases in these villages, you shall have the same powers as those at present exercised in these villages by Government officers. Whenever any crime is committed in these villages, it would be the duty of yourself and your Thikadars to give immediate information to the Police at Chakradharpur. You shall not give shelter in any village under your possession to any criminals or bad characters. Should any such person attempt to take shelter in your villages, you shall immediately give information to the Government Police. On occasions when Government troops or officials enter or pass through your territory, you shall comply with requisitions for provisions, forage, etc., and shall generally render every assistance in your power.

Boundaries of the village of Sinabaka.

On the East.—A Berai tree and the boundary of the Court.

" " *North.*—The Court boundary.

" " *West.*—The Court boundary and Behar and Asan trees.

" " *South.*—A Mahwa tree.

Boundaries of the village of Simudiri.

On the East.—A Berai tree and a stone pillar.

" " *North.*—A Pond and footpath.

" " *West.*—A Pipul tree and, further on, an Asan tree.

" " *South.*—A Gular tree and, further on, a Pakar tree.

Boundaries of Mouza Samra.

On the East.—The footpath through a Mango tree garden situated partly on Mouza Kouchakuda and partly in Mouza Samrai; this

footpath runs from north to south along a bank in Mouza Kouchakada.

On the West.—A Babera tree, and further west up to the boundary of Jugpura village.

„ „ *South.*—A branch of the Despardhan drain, further south the boundary of Chakradharpur.

„ „ *North.*—A drain.

Boundaries of Mouza Dalki.

On the East.—A Pipul tree, further on, a Karla tree.

„ „ *North.*—The Dal Dal drain, further on, a Pakar tree.

„ „ *West.*—A stone pillar, further on, Asan and Sakhwa trees.

„ „ *South.*—The footpath leading towards Mundibedul.

No. XXIII.

ADOPTION SUNNUD granted to CHIEFS * of the TRIBUTARY MEHALS of ORISSA, —1862.

Her Majesty being desirous that the Government of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued. In fulfilment of this desire this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will permit and confirm any adoption of a successor made by yourself or by any future Chief of your State that may be in accordance with Hindoo law and the customs of your race.

Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the Treaties, Grants or Engagements which record its obligations to the British Government.

CANNING.

The 11th March 1862.

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* Mayurbhanj, Keonjhar, Nilgiri, Dhenkanal, Daspalla, Talcher, Hindol, Narsingpur, Tigria, Baramba, Kundpara, Nayagarh, Ranpur, Atgarh, Pal-Lahara, Baud, Athmallik.

No. XXIV.

SUNNUD granted to RAJAH TRIBBOOKUN DEO of BAMRA,—dated Simla, the 20th May 1865.

The same to Rajah Ooditpratab Deo of Kharonde.
Maharajah Heera Beejur Deo of Patna.
Rajah Neeladhur Sing of Sonepore.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, in fulfilment of this desire, this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will recognize and confirm any adoption of a successor made by yourself, or by any future Chief of your State, that may be in accordance with Hindoo law and the customs of your race.

2. Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the Grants or Engagements which record its obligations to the British Government.

JOHN LAWRENCE.

Lord Canning also issued a similar adoption Sanad in March 1862 to the Rajah of Kalahandi or Karond, and it is doubtful whether this or the one above was delivered to the Chief. Neither can be discovered (1906) among the Chief's own papers, but it is probable that the one above is the one actually given to him.

No. XXV.

ADOPTION SUNNUD granted to RAJAH BISHEN CHUNDER ZENAMOONEE of REHRACOLE,—dated Simla, the 23rd May 1866.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, in fulfilment of this desire, this Sunnud is given to you to convey to you the assurance that on failure of natural heirs, the British Government will recognize and confirm any adoption of a successor made by yourself, or by any future Chief of your State that may be in accordance with Hindoo law and the customs of your race.

2. Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the Grants or Engagements which record its obligations to the British Government.

JOHN LAWRENCE.

No. XXVI.

SANAD granted by the CHIEF COMMISSIONER, CENTRAL PROVINCES, in 1867.

To

BISHUNCHUNDER ZEENAMUNEE, RAJAH of REHRACOLE.

TRIBHOOBUN DEO BAHADOOR, RAJAH of BAMRAH.

NELADREE SINGH DEO BAHADOOR, RAJAH of SONEPOOR.

OODIT PRATAP DEO, RAJAH of KHAROND, or KALAHUNDY.

SOOR PRATAP DEO, MAHARAJAH of PATNA.

Whereas you were formerly a Tributary Chief of a Gurjat State, His Excellency the Viceroy of India in Council has now been pleased to recognize you a Feudatory and to permit you to govern your own territories in all matters whether Criminal, Civil, or Revenue, with the following proviso, that in the event of any offender appearing to you to merit capital punishment, you will before passing orders for carrying out such sentence, send the case up to the Commissioner of the Chutteesgurh Division, or such other officer as shall be nominated by the British Government, for confirmation.

Your nomination to be a Feudatory is also subject to the following conditions; and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed.

1. That you shall pay regularly the tribute of Rs. * , now fixed for 20 years *viz.*, from the current year 1867 to the year 1887 A.D. and that the said tribute shall be liable to revision at the expiration of the said term, or at any time thereafter, that the Government may think fit.

*Rajah of Rehracole .	580
Rajah of Bamrah .	350
Rajah of Sonepoor .	5,000
Rajah of Kharond .	3,550
Maharajah of Patna	600

2. That you shall deliver up any offender from British or other territory who may take refuge in your State; that you will aid British officers who may pursue criminals into your territory; and that in the event of offenders from your State taking refuge in British or other territory you will make a representation in the matter to the authorities concerned.

3. That you shall do your utmost to suppress crimes of all kinds in your State.

4. That you shall administer justice fairly and impartially to all alike.

5. That you shall recognize the rights of all your people and continue them in the same—and that on no account shall you oppress them or suffer them in any way to be oppressed.

6. That you shall levy no transit duties on grain, merchandize, or on any article of commerce passing through your State.

7. That you shall accept and follow such advice and instructions as may be communicated to you by the Commissioner of the Chutteesgurh Division, the Deputy Commissioner of Sumbulpore, or any officer duly vested with authority by the Chief Commissioner, Central Provinces.

8. That you shall appoint an approved Vakeel to be a permanent resident at the Sudder Station of the Sumbulpore District, in view to all orders affecting your State being communicated through him to you.

9. That you shall manage your abkaree revenue in such manner as not to interfere with the revenue of adjacent British territory; and that if your abkaree arrangements do so interfere, the Chief Commissioner shall have authority to raise your tribute by Rs. * per annum, until your abkaree arrangements are again satisfactory.

*Rajah of Rehracole	1,000
" " Bamrah .	500
" " Sonepoor.	1,000
" " Kharond	1,000
Maharajah of Patna	1,000

THE RESIDENCY, NAGPORE;
4th September 1867.

J. H. MORRIS,
Officiating Chief Commissioner.

No. XXVII.

SUNNUD granted to KISHEN CHUNDER BHUNJ of MOHURBHUNJ,—1874.

In recognition of your position I hereby confer upon you the title of "Rajah" as a hereditary distinction to be assumed by your successors on formal recognition of their succession.

NORTHBROOK.

The 21st May 1874.

Similar Sunnuds were granted to the Chiefs of Keonjhur, Hindole, Boad, Nilgiri, Tigreeah, Runpore, Noyaghur, Nursingpore, Kundpara, Atsur, Barombar, Duspulla, Talchere, Atmullick, Dhenkanal, and Pal Lehra.

The personal distinction enjoyed by the Chiefs of Dhenkanal and Pal Lehra remains unaffected.

No. XXVIII.

Dated Cuttack, the 12th November 1875.

To RAJAH JOGENDRA SAWANT, of Killah Atmullik.

WHEREAS the estate of Atmullik has been open to re-settlement or revision since the 30th day of May 1821, but in consideration of the circumstances of Atmullik estate the settlement made with Luchendra Sawant has been allowed to stand, and whereas His Excellency the Viceroy and Governor-General of India in Council having reason to be satisfied with the manner in which the affairs of Atmullik estate have been conducted by its former chiefs and by you, Rajah

Jogendra Sawant, has been pleased to direct that the present settlement be renewed for a period of 20 years; you are hereby informed that the existing settlement of the estate of Atmullik is renewed with you for 20 years, commencing from the 1st day of the month of January 1876, and ending on the 31st day of the month of December 1895, under the conditions, agreements, and stipulations detailed in the kabooliyats executed by Luchendra Sawant on 30th May 1819. You will pay the current fixed tribute, *viz.*, Rs. 480 per year, for a further period of twenty years from the 1st day of January 1876. The amount to be paid without delay or objection into the Cuttack District Treasury according to the following kists:—

				Rs.
1st or Chayt kist,	due on or before the last day of April			160
2nd or Jeyt kist,	ditto	ditto	of June	160
3rd or Assar kist,	ditto	ditto	of July	160
			Total	480

T. E. Ravenshaw,
Supdt. of Tributary Mehals.

I, Rajah Jogendra Sawant, of Killah Atmullik, have received the original sunnud, of which this is a counterfoil, and I hereby agree to be strictly bound by the terms therein contained.

Seal of the Rajah of Atmullik.

No. XXIX.

Sunnud given to the Chief of Bonai on renewal of the former settlement,—1875.

Whereas the estate of Bonai has been open to resettlement or revision since the 17th day of February 1832, but in consequence of the said estate being backward, and there appearing no particular reason for revision or resettlement, the settlement made with you, Rajah Inder Deo, on the 17th day of February 1827 has been allowed to stand; and whereas His Excellency the Viceroy and Governor-General of India in Council having reason to be satisfied with the manner in which you, Rajah Inder Deo, have discharged your duties, has been pleased to direct that the present settlement be renewed for a period of twenty years; you are hereby informed that the existing settlement of the said estate of Bonai is renewed with you for twenty years, commencing from the 12th day of the month of April 1875, and ending on the 11th day of the month of April 1895 under the conditions, agreements and stipulations detailed in the kabulyat executed by you on the 17th day of February 1827 aforesaid.

Sunnud issued on the 24th December 1875.

W. Le F. Robinson,
Commissioner of Chota Nagpore

No. XXX.

SANAD granted to RAJA PITAMBER DEO of KILLAH BOAD on renewal of former settlement,—1875.

Whereas the Estate of Boad has been open to re-settlement or revision since the 30th day of November 1826, but in consideration of the circumstances of Boad Estate the settlement made with Rajah Chunder Sekur Deo has been allowed to stand, and whereas His Excellency the Viceroy and Governor-General of India in Council, having reason to be satisfied with the manner in which the affairs of Boad Estate have been conducted by its former Chiefs, and by you, Rajah Pitamber Deo, has been pleased to direct that the present settlement be renewed for a period of twenty years; you are hereby informed that the existing settlement of the Estate of Boad is renewed with you for twenty years commencing from the 1st day of the month of January 1876 and ending on the 31st day of the month of December 1895 under the conditions, agreements, and stipulations detailed in the kaboolyuts executed by Rajah Chunder Sekur Deo in November 1821 and 17th February 1827. You will pay the current fixed tribute, *viz.*, Rupees 800 per year, for a further period of 20 years from the 1st day of January 1876. The amount to be paid without delay or objection into the Cuttack District Treasury according to the following kists:—

	Rs.	A.	P.
1st or Chayt kist due on or before the last of April . . .	266	10	8
2nd or Jeyt ditto ditto of June . . .	266	10	8
3rd or Assar ditto ditto of July . . .	266	10	8
Total .	800	0	0

T. E. RAVENSHAW,

The 12th November 1875. *Supdt., Tributary Mehals of Orissa.*

I, RAJAH PITAMBER DEO, of Killah Boad, have received the original sunnud, of which this is a counterfoil, and I hereby agree to be strictly bound by the terms therein contained.

SEAL OF THE RAJAH OF BOAD.

No. XXXI.

SUNNUD given to the Chief of GANGPORE on renewal of the former settlement,—1876.

WHEREAS the estate of Gangpore has been open to resettlement or revision since the 17th day of February 1832, but in consequence of the said estate being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Rajah Pursooram Sikhar Deo on the 17th day of February 1827 has been allowed to stand; and whereas His Excellency the Viceroy and Governor-General of India in Council having reason to be satisfied with the manner in which you, Rajah Rughoonath Sikhar Deo, have discharged your duties, has been pleased to direct that the present settlement be renewed for a period of twenty years; you are hereby informed that the existing settlement of the said estate of Gangpore is renewed with you for twenty years, commencing from the 5th day of the month of November 1875, and ending on the 4th day of the month of November 1895, under the conditions, agreements, and stipulations detailed in the kabulyat executed by your late ancestor, the said Rajah Pursooram Sikhar Deo, on the 17th February 1827 aforesaid.

Sunnud issued on the 3rd March 1876.

W. LE F. ROBINSON,
Commissioner of Chota Nagpore.

No. XXXII.

AGREEMENT entered into by the CHIEF of SERAIKELA regarding the cession of JURISDICTION over the lands required by the BENGAL NAGPUR RAILWAY,—1888.

I, the undersigned Chief, have made over to the Government of India my Civil and Criminal Jurisdiction over those lands of my zamindari that have been taken for the Bengal-Nagpur Railway line and station buildings, and over those that may hereafter be taken for station houses. When these lands shall no more be required for the above purposes, the said jurisdiction shall be restored to me or my successor.

UDIT NARAIN SINGH DEO,
BAHADUR, RAJA,
Chief of Seraikela.

The 7th August 1888.

No. XXXIII.

AGREEMENT entered into by the CHIEF of KHARSAWAN regarding the cession of JURISDICTION over the lands required by the BENGAL-NAGPUR RAILWAY,—1888.

I, the undersigned Chief, have made over to the Government of India my Civil and Criminal Jurisdiction over those lands of my zamindari that have been taken for the Bengal-Nagpur Railway line and station buildings, and over those that may hereafter be taken for station houses. When these lands shall no more be required for the above purposes, the said jurisdiction shall be restored to me or my successor.

THAKUR MOHENDRA NARAIN SINGH DEO,
Minor of Kharsawan.

The 11th August 1888.

R. H. RENNY,
Deputy Commissioner, Manager.

The 13th August 1888.

No. XXXIV.

AGREEMENT entered into by the CHIEF of GANGPUR regarding the cession of JURISDICTION over the lands required by the BENGAL-NAGPUR RAILWAY,—1888.

I the undersigned Chief, hereby cede to the Government of India all the Civil and Criminal Jurisdiction possessed by me in the portions of my territories which are, or may hereafter be, occupied by the Bengal-Nagpur Railway, including the lands occupied as stations, out-buildings and all other Railway purposes, to be exercised by the Government of India so long as the land may be required for the Railway, and to be restored to me or my successors, as the case may be, when the land is no longer used for the above purpose.

2. All Railway employés committing offences cognizable by my ordinary jurisdiction beyond the limits of the land used for Railway purposes shall be apprehended and dealt with in the usual course under the advice of the Commissioner of Chota Nagpur.

RAJAH ROGHUNATH SIKHAR DEO,
Chief of Gangpur.

The 27th September 1888.

No. XXXV.

AGREEMENT entered into by the CHIEF of BAMRA regarding the cession of land in the BAMRA STATE, with the JURISDICTION thereon, required for the BENGAL-NAGPUR RAILWAY,—1891.

I, Sudhal Deo, C.I.E., the Feudatory Chief of the Bamra State in the District of Sambulpur, do in virtue of all powers and authorities, as far as I can or many, by these presents grant and convey unto Her Majesty, the Empress of India, Her Heirs, Representatives and Assignees, the strip of land comprising 615 (six hundred and fifteen) acres, 1 (one) rood, and 22-38 (twenty-two-thirty-eight) poles situate in my territories within the Mauzahs mentioned in the schedules appended, and bounded as per land plans annexed, the same having been surveyed and demarcated for the purpose of the Bengal and Nagpur Railway, including the road with its bridges, etc., and all stations, workshops, store-houses, and the like necessary for the proper working of the line when opened, as per map hereto attached, together with all the proprietary right and interest possessed by me, the said Feudatory Chief, my heirs and representatives in and over the soil of the lands hereinbefore mentioned, free from all present and future demand on account of revenue or rent.

2. I, the said Feudatory Chief, further agree and by these presents declare that for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore mentioned, the civil and criminal jurisdiction shall vest in Her Majesty the Empress of India, Her Heirs, Representatives, and Assignees. In witness whereof I, the said Feudatory Chief, set my hand and seal this fifteenth day of February eighteen hundred and ninety-one.

Signed, sealed and delivered.

Witnesses—

KHUBRAM MARWAREE.
MUKHRAM MARWAREE.

SUDHAL DEO, C.I.E.,
Feudatory Chief of Bamra.

P.S.—The lands are bounded as per map of the Public Works Department hereto attached.

WITNESS—

KHUBRAM MARWAREE.
MUKHRAM MARWAREE.

SUDHAL DEO, C.I.E.,
Feudatory Chief of Bamra.

The 15th day of February 1891.

J. P. GOODRIDGE,
Political Agent.

The 17th February 1891.

M. M. BOWIE,
Offg. Commr., Chattisgarh Division, Raipur,
Central Provinces.

The 9th March 1891.

Here follow the schedules, the plan and the map.

No. XXXVI.

SANAD granted to the CHIEF of ATHGARH, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Athgarh in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you Raja Sree Karan Raghunath Babarta Patnaik the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Sree Karan Raghunath Babarta Patnaik, son of Raja Sree Karan Jagannath Babarta Patnaik, are hereby formally recognised as the Feudatory Chief of the Athgarh State, and you are permitted, as heretofore, to generally administer the territory of the said Athgarh State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of rupees two thousand and eight hundred per annum, which you and your predecessors have heretofore paid.

III.—You shall try in your Courts all criminal cases occurring in your territory, except (I) those in which Europeans are concerned, and (II) heinous offences such as murder, homicide, dakaiti, robbery, and torture. You shall refer the cases excepted above for disposal to the Superintendent of the Tributary Mahals or to such of his Assistants as he may indicate. Sentences passed by you on criminal offenders shall be regulated by the instructions issued from time to time for your guidance by His Honour the Lieutenant-Governor of Bengal, and shall not exceed [unless His Honour is pleased to entrust you with more extensive powers, in which case you shall be entitled to exercise such further powers in the manner, to the extent, and subject to the conditions, if any, which His Honour may prescribe] in the case of imprisonment, a term of two years, in the case of fines, a sum of one thousand rupees, and in the case of whipping, thirty stripes. All orders passed by you in criminal cases shall be subject to revision by the

Superintendent, to whom you shall send the records of any case for which he may call.

IV.—You shall deliver up any offender from British or other territory, who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation on the matter to the authorities concerned.

V.—You shall administer justice fairly and impartially to all alike.

VI.—You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

VII.—You shall levy no transit duties on grain, merchandise or any article of commerce passing through your State.

VIII.—You shall consult the Superintendent of the Tributary Mahals in all important matters of administration, and comply with his wishes. The settlement and collection of the land-revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt and opium, the concession of mining, forest and other rights, disputes arising out of any such concession, and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Superintendent of the Tributary Mahals may give you.

IX.—The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable either on account of abuse or for other reasons, and it will not necessarily be granted to your successor.

X.—All questions as to boundaries between your State and British territory will be dealt with by the Superintendent of the Tributary Mahals or such other officer as His Honour the Lieutenant-Governor of Bengal may appoint either generally or specially, in that behalf, with two assessors, one to be appointed by yourself and the other by His Honour the Lieutenant-Governor, unless in any such case you should prefer that the question should be decided by such Superintendent, or other officer alone, in which case the question shall be referred for his decision accordingly.

ELGIN,

Viceroy and Governor-General of India.

SIMLA;

The 27th October 1894.

No. XXXVII.

SANAD granted to the CHIEF of ATHMALLIK defining his status, powers and position with reference to the BRITISH GOVERNMENT—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Athmallik in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Maharaja Mohendra Deo Samant, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Maharaja Mohendra Deo Samant, son of Raja Jogendra Deo Samant, are hereby formally recognised as the Feudatory Chief of the Athmallik State and you are permitted, as heretofore, to generally administer the territory of the said Athmallik State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Four hundred and eighty per annum, which you and your predecessors have heretofore paid and your successors shall pay nazarana on succession in accordance with the general rules on that subject for the time being in force.

III, IV, V, VI, VII, VIII, IX, X } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. XXXVI).

ELGIN,
Viceroy and Governor-General of India.

SIMLA;
The 27th October 1894.

No. XXXVIII.

SANAD granted to the CHIEF of BARAMBA, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Baramba in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Biswambhur Beerbur Mungraj Mahapatra, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements, with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Biswambhur Beerbur Mungraj Mahapatra, son of Raja Dasarathee Beerbur Mungraj Mahapatra, are hereby formally recognised as the Feudatory Chief of the Baramba State, and you are permitted, as heretofore, to generally administer the territory of the said Baramba State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees One thousand three hundred and ninety-seven, annas fifteen and pies five per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX, X } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. XXXVI).

ELGIN,
Viceroy and Governor-General of India.

SIMLA;
The 27th October 1894.

No. XXXIX.

SANAD granted to the CHIEF of BOAD defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Boad in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Jogendra Deo, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Jogendra Deo, son of Raja Pitambar Deo, are hereby formally recognised as the Feudatory Chief of the Boad State, and you are permitted as heretofore, to generally administer the territory of the said Boad State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Eight hundred per annum which you and your predecessors have heretofore paid, and your successors shall pay nazarana on succession in accordance with the general rules on that subject for the time being in force.

III, IV, V, VI, VII, VIII, IX, X } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. XXXVI).

ELGIN,
Viceroy and Governor-General of India.

SIMLA;
The 27th October 1894.

No. XL.

SANAD granted to the CHIEF of DASPALLA defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Daspalla in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Chyton Deo Bhunj, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Chyton Deo Bhunj, son of Raja Narsinha Bhunj, are hereby formally recognised as the Feudatory Chief of the Daspalla State, and you are permitted, as heretofore, to generally administer the territory of the said Daspalla State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Six hundred and sixty-one, annas seven and pies eleven per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX, X } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. XXXVI).

ELGIN,
Viceroy and Governor-General of India.

SIMLA;
The 27th October 1894.

No. XLI.

SANAD granted to the CHIEF of DHENKANAL defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Dhenkanal in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Sura Protap Mohendra Bahadur, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Sura Protap Mohendra Bahadur, son of Raja Dinabandhu Mohendra Bahadur, are hereby formally recognised as the Feudatory Chief of the Dhenkanal State, and you are permitted, as heretofore, to generally administer the territory of the said Dhenkanal State subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Five thousand and ninety-nine, and pies nine per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX, X } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. XXXVI).

ELGIN,

Viceroy and Governor-General of India.

SIMLA;

The 27th October 1894.

No. XLII.

SANAD granted to the CHIEF of HINDOL defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Hindol in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Jonardan Murdraj Jug Deb, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Jonardan Murdraj Jug Deb, son of Raja Phokur Singh Mudraj, are hereby formally recognised as the Feudatory Chief of the Hindol State, and you are permitted, as heretofore, to generally administer the territory of the said Hindol State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Five hundred and fifty-one, annas three and pies eleven per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX, X } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. XXXVI).

ELGIN,
Viceroy and Governor-General of India.

SIMLA;
The 27th October 1894.

No. XLIII.

SANAD granted to the CHIEF of KEUNJHUR defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Keunjhur in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Maharaja Dhunurjoy Narain Bhunj Deo, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Maharaja Dhunurjoy Narain Bhunj Deo, son of Maharaja Gadadhar Narain Bhunj, are hereby formally recognised as the Feudatory Chief of the Keunjhur State, and you are permitted as heretofore, to generally administer the territory of the said Keunjhur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees One thousand seven hundred and ten, anna one and pies three per annum, which you and your predecessors have heretofore paid.

III
IV
V
VI
VII
VIII
IX
X
} These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. XXXVI).

ELGIN,
Viceroy and Governor-General of India.

SIMLA;
The 27th October 1894.

No. XLIV.

SANAD granted to the CHIEF of KHANDPARA defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Khandpara in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Notober Murdraj Bhromorbur Roy, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You Raja Notober Murdraj Bhromorbur Roy, son of Raja Kunja Behari Sing, are hereby formally recognised as the Feudatory Chief of the Khandpara State, and you are permitted, as heretofore, to generally administer the territory of the said Khandpara State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Four thousand two hundred and eleven, annas eight and pies eight per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX, X } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. XXXVI).

ELGIN,
Viceroy and Governor-General of India.

SIMLA;
The 27th October 1894.

No. XLV.

SANAD granted to the CHIEF of MORBHANJ defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Morbhanj in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Sriram Chandra Bhunj Deo, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Sriram Chandra Bhunj Deo, son of Maharaja Krishna Chandra Bhunj, are hereby formally recognised as the Feudatory Chief of the Morbhanj State, and you are permitted, as heretofore, to generally administer the territory of the said Morbhanj State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees One thousand and sixty-seven, annas eleven and pies nine per annum, which you and your predecessors have heretofore paid and your successors shall pay nazarana on succession in accordance with the general rules on that subject for the time being in force.

III, IV, V, VI, VII, VIII, IX, X } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. XXXVI).

ELGIN,
Viceroy and Governor-General of India.

SIMLA;
The 27th October 1894.

No. XLVI.

SANAD granted to the CHIEF of NARSINGHPUR defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Narsinghpur in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Sadhu Charan Man Sing Hurree Chandan Mahapatra, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Sadhu Charan Man Sing Hurree Chandan Mahapatra, son of Raja Broja Sundar Man Sing Hurree Chandan Mahapatra, are hereby formally recognised as the Feudatory Chief of the Narsinghpur State, and you are permitted, as heretofore, to generally administer the territory of the said Narsinghpur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees One thousand four hundred and fifty-five, annas eight and pies three per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX, X } **These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. XXXVI).**

ELGIN,
Viceroy and Governor-General of India.

SIMLA;
The 27th October 1894.

No. XLVII.

SANAD granted to the CHIEF of NAYAGARH defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Nayagarh in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Raghunath Sing Mandhata, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You Raja Raghunath Sing Mandhata, son of Babu Bundhu Hari Chandan, are hereby formally recognised as the Feudatory Chief of the Nayagarh State, and you are permitted, as heretofore, to generally administer the territory of the said Nayagarh State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Five thousand five hundred and twenty-five, annas four and pie one per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX, X } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. XXXVI).

ELGIN,
Viceroy and Governor-General of India.

SIMLA;
The 27th October 1894.

No. XLVIII.

SANAD granted to the CHIEF of NILGIRI defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Nilgiri in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor General in Council is pleased to grant to you, Raja Shyam Chandra Murdraj Hurree Chandan, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You Raja Shyam Chandra Murdraj Hurree Chandan, son of Raja Krishna Chandra Murdraj Hurree Chandan, are hereby formally recognised as the Feudatory Chief of the Nilgiri State, and you are permitted, as heretofore, to generally administer the territory of the said Nilgiri State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Three thousand and nine hundred, annas seven and pies eight per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX, X } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. XXXVI).

ELGIN,
Viceroy and Governor-General of India.

SIMLA;
The 27th October 1894.

No. XLIX.

SANAD granted to the CHIEF of PAL LAHERA defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Pal Lahera in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Ganeswar Pal, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements, with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Ganeswar Pal, son of Raja Mooni Pal Bahadur, are hereby formally recognised as the Feudatory Chief of the Pal Lahera State, and you are permitted, as heretofore, to generally administer the territory of the said Pal Lahera State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Two hundred and sixty-six, annas ten and pies eight per annum, which you and your predecessors have heretofore paid and your successors shall pay nazarana on succession in accordance with the general rules on that subject for the time being in force.

III
IV
V
VI
VII
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IX
X

These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. XXXVI).

ELGIN,
Viceroy and Governor-General of India.

SIMLA;
7th October 1894.

No. L.

SANAD granted to the CHIEF of RANPUR defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1894.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Ranpur in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Benudhur Bajradhur Narindra Mahapatra, the following Sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You Raja Benudhur Bajradhur Narindra Mahapatra, son of Raja Braja Sunder Narindra, are hereby formally recognised as the Feudatory Chief of the Ranpur State, and you are permitted, as heretofore, to generally administer the territory of the said Ranpur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees One thousand and four hundred, annas thirteen and pies two per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX, X } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. XXXVI).

ELGIN,
Viceroy and Governor-General of India.

SIMLA;
The 27th October 1894.

No. LI.

SANAD granted to the CHIEF of TALCHER defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1894.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Talcher in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Kishore Chandra Beerbur Hurree Chandan, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You Raja Kishore Chandra Beerbur Hurree Chandan, son of Raja Ram Chandra Beerbur Huree Chandan, are hereby formally recognised as the Feudatory Chief of the Talcher State, and you are permitted, as heretofore, to generally administer the territory of the said Talcher State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees One thousand and thirty-nine, annas ten and pies five per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX, X } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. XXXVI).

ELGIN,
Viceroy and Governor-General of India.

SIMLA;
The 27th October 1894.

No. LII.

SANAD granted to the CHIEF of TIGIRIA defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1894.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Tigiria in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Bonomali Khetrya Beerbur Chumptee Sing Mohapatra, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You Raja Bonomali Khetrya Beerbur Chumptee Sing Mohapatra, son of Raja Harihar Khetrya Beerbur Chumptee Sing Mohapatra, are hereby formally recognised as the Feudatory Chief of the Tigiria State, and you are permitted, as heretofore, to generally administer the territory of the said Tigiria State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Eight hundred and eighty-two per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX, X } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. XXXVI).

ELGIN,
Viceroy and Governor-General of India.

SIMLA;
The 27th October 1894.

No. LIII.

INDENTURE relating to the grant of the ZAMINDARI of PORAHAT to KUMAR NARPAT SINGH, son of RAJA ARJUN SINGH, the late *ex*-RAJA of PORAHAT, —1895.

This Indenture made the fourth day of October one thousand eight hundred and ninety-five between the Secretary of State for India in Council, hereafter called the Secretary of State, of the one part, and Kumar Narpat Singh at present of Benares, son of Raja Arjun Singh deceased, the late *ex*-Raja of Porahat, of the other part.

Whereas the Raj State of Porahat prior to its confiscation by the British Government was a Tributary Native State in the nature of an impartible and inalienable Raj the succession to which was regulated by the custom of primogeniture.

And whereas in the year one thousand eight hundred and fifty-eight the said Arjun Singh the then Raja of Porahat was deposed and his estate was confiscated by the British Government and as from the date of such confiscation the said Porahat estate has been dealt with as British territory and the same was by proclamation declared and appointed by the Governor-General in Council to be subject to the Lieutenant-Governor of Bengal, and by Act II of 1893 of the said Governor-General in Council it was enacted that the estate should thenceforth become and be part of the Singhbhum District.

And whereas certain portions of the said Porahat estate were afterwards granted to divers individuals by the Government of India.

And whereas the said Raja Arjun Singh died on or about the second day of March one thousand eight hundred and ninety leaving the said Kumar Narpat Singh his only son and the Governor-General in Council has now decided as an act of grace to grant the unalienated portion of the said Porahat estate to the said Kumar Narpat Singh as and from the first April one thousand eight hundred and ninety-one to be held by him and his lineal heirs male according to the custom of lineal primogeniture (the eldest male of the eldest branch being preferred) as an inalienable and impartible revenue-free zemindari.

And whereas it is necessary in the opinion of the legal advisers of the Governor-General in Council to resort to special legislation to give due validity to the condition of inalienability and impartibility subject to which the grant of the said estate is to be made and it is accordingly intended that these presents shall be ratified and confirmed by an Act to be passed by the Governor-General in Council.

Now this Indenture Witnesseth that in consideration of the premises and as an act of grace the said Secretary of State doth hereby direct and appoint that all and every the lands now forming the unalienated portions of the Original Porahat Raj and which are now called or known as the Porahat estate and are

more particularly described in the schedule hereunder written (expressly including the Bandgaon estate formerly an undertenure of the Original Porahat Raj and afterwards separated from Porahat and made a Government estate, but which it is now intended to include in the said Porahat estate) shall as from the first April one thousand eight hundred and ninety-one be vested in and be for ever held and enjoyed by the said Kumar Narpat Singh and such one among his lineal heirs male as under the limitations and conditions hereinafter contained may be successively entitled thereto with and subject to the incidents powers limitations and conditions as to impartibility and inalienability and otherwise hereinafter contained, that is to say—

(1) That the said Kumar Narpat Singh and his successors save in so far as is otherwise expressly stipulated by these presents shall have and may exercise full proprietary rights as zemindars in and over all the lands now comprised in the said Porahat estate as described in the schedule hereto (and expressly including the said Bandgaon estate) and in and over all minerals lying in and under the same, but so that the transfer of the said estate intended to be effected by these presents shall be subject and without prejudice to all existing engagements with raiyats and undertenure holders as well as with the holders of the villages of Hatia, Rajgaon and Nakdi, and as regards the said Bandgaon estate subject to the settlement thereof made by Government in the year one thousand eight hundred and eighty-one under which a fixed rent of rupees six hundred and sixty-eight per annum is payable; provided always that nothing herein contained shall resuscitate any right to receive rents from the Thakurs of Anandapur or Kera or their successors, such rents having been remitted for ever by the British Government, or interfere in any way with the rights exercised or the privileges enjoyed by the Thakurs of Anandapur or Kera or their successors or confer any right to minerals in Anandapur, Kera, or in the village of Hatia in Pargana Chakradharpur during the existence of the rent-free tenures heritable by heirs male by which the said Anandapur, Kera and Hatia are now held. And it is hereby further declared that in the event of the extinction of heirs male in the families of the Thakurs of Anandapur or of Kera or of the holder of Hatia or of either of them, the reversionary right of succession to the rent-free tenures aforesaid shall vest in the zemindar of Porahat for the time being in accordance with the custom which prevails in such cases in Chota Nagpur.

(2) That the succession to the said estate shall be governed by the custom of lineal primogeniture, that is to say, that the estate shall descend as an impartible zemindary or estate to the lineal heirs male of the said Kumar Narpat Singh in succession the eldest male of the eldest branch being always preferred to the exclusion of nearer members of younger branches.

(3) That the said estate shall be for ever free from all demands on account of Government land revenue, but shall be subject to all general taxes and local rates now or hereafter to be imposed by law in respect of the estates of zamindars in the said Singhbhum District and to all claims of the Government of India or Government of Bengal in respect thereof other than claims for Government land

revenue and in particular shall be subject to the payment of a perpetual charge or tax of rupees Two thousand and one hundred per annum for the maintenance of the police stations at Chakradharpur and Monarpur, any arrears of such last mentioned charge or tax of rupees Two thousand and one hundred per annum to be a public demand within the meaning of section 7 of the Public Demands Recovery Act I (B.C.) of 1895 and to be recoverable and realisable as such in accordance with the provision of that Act or any statutory modification thereof for the time being in force.

(4) That until the said Kumar Narpat Singh shall be put in possession thereof the said Porahat estate shall remain under the charge of the Deputy Commissioner of Singhbhum and be managed by that officer as heretofore and shall be handed over to the said Kumar Narpat Singh after the execution of this deed together with any surplus proceeds which may stand to his credit at the time after deducting all charges and demands and after taking from the said Kumar Narpat Singh a release in full of all claims to accounts and all other rights claims and demands in respect of the management of the estate and the application of the income since the first day of April one thousand eight hundred and ninety-one.

(5) That the said Kumar Narpat Singh shall not nor shall any of his successors sell, mortgage, demise or alienate the said estate or any portions thereof otherwise than by lease or demise for a term not exceeding twenty-one years, and under a rent without bonus or salamee.

(6) That no building of any kind shall be erected within a distance of half a mile of any of the railway stations now in existence within the limits of the said Porahat estate except with the written consent of the Secretary to the Government of Bengal in the Public Works Department.

(7) That the whole of the forests now in charge of the Forest Department shall continue to be managed by that Department on behalf of the said Kumar Narpat Singh and his successors and without any right of interference by him or them and that the accounts of such management shall be balanced every five years and the net profits shown thereby after deducting all expenses (including pensions and contributions and after making good the balance of rupees twenty-nine thousand one hundred and nineteen now at debit of the working account but without interest) shall as soon as possible after the taking of every such quinquennial account be paid over by the Forest Department to the said Kumar Narpat Singh or other the zemindar for the time being of the said Porahat estate.

(8) That the Indenture entered into between the Secretary of State in Council and Messieurs Jardine Skinner and Company executed on the twenty-first September one thousand eight hundred and ninety-five conferring a mining lease on the part of Government to Messieurs Jardine Skinner and Company within certain specified lands in the estate of Porahat shall remain in force and that the Government shall act in respect of this lease on behalf of the said Kumar Narpat Singh and his successors and without any right of interference by him or them and that

the accounts of all rents and royalties and receipts thereunder shall be balanced every five years, and that the net profits shown thereby after deducting all expenses incurred by Government in respect of the lease shall as soon as possible after the taking of every such quinquennial account be paid over by the Deputy Commissioner of Singhbhum on behalf of Government to the said Kumar Narpat Singh or other the zemindar for the time being of the said Porahat estate.

(9) That in case the said Kumar Narpat Singh or any of his lineal male heirs owners for the time being of the said Porahat estate shall at any time in contravention of the terms of these presents sell, mortgage, demise or alienate (otherwise than by such lease or demise as aforesaid) the whole or any portion or portions of the said estate or attempt or effect so to do or shall do or suffer any act deed matter or thing whereby the said estate or any part thereof would through the act or default of such owner for the time being of the said estate or by operation or process of law or otherwise if the said estate belonged absolutely to him and was not subject to this present condition become vested in or belong to some other person or persons. Then and in such case the limitation and appointment of the said estate to the said Kumar Narpat Singh and his lineal heirs male in succession shall *ipso facto* cease and determine and the said estate shall thereupon revert to and be held and enjoyed by the said Secretary of State for India in Council and his successors for his and their own benefit.

The Schedule above referred to.

The " Porahat Estate " within the meaning of this Indenture shall comprise the whole of the Original Porahat Raj, with the exception of the undermentioned alienated tracts :—

A.—Tracts alienated under Bengal Government Order No. 6331, dated the 7th November 1859—

(1) Koraikela pargana (without its Kol Pirs) which, with the exception of the two villages of Bhalupani and Rangrin, has been conferred on the Raja of Seraikela.

(2) Village of Bhalupani in Koraikela pargana, which has been granted to Kumar Jugar Nath Singh, a brother of the Raja of Seraikela.

(3) Village of Rangrin in Koraikela pargana, which has been granted to Babu Pitamber Singh, another brother of the Raja of Seraikela.

(4) Four villages of pargana Chakradharpur, *viz.*, Sitahakah, Semudiri, Dalki and Samrai, which have been granted to the Thakur of Kharsawan.

B.—Tract alienated under Bengal Government Order No. 603-P., dated the 17th February 1886.

(5) Lands which have already been acquired by Government for the purposes of the Bengal-Nagpur Railway.

In Witness whereof the said parties to these presents have hereunto set their respective hands and seals the day and year first above written.

Signed Sealed and Delivered by John Prescott Hewett, Officiating Secretary to the Government of India in the Home Department, for and on behalf of His Excellency the Viceroy and Governor-General of India in Council acting in the premises for and on behalf of the Secretary of State for India in Council in the presence of

L. M. THORNTON,

Deputy Secretary to the Government of India, Home Department, Simla.

J. P. HEWETT,

Offg. Secretary to the Govt. of India, Home Department.

Signed Sealed and Delivered by the above-named Kumar Narpat Singh in the presence of

W. H. COBB,

Justice of the Peace and Magistrate, Benares.

NARPAT SINGH.

10th October 1895.

10th October 1895.

In consequence of the passing of Act XV of 1895 (the Crown Grants Act, 1895), the special legislation referred to in the preamble of the deed has become unnecessary.

J. P. HEWETT,

Secretary to the Government of India, Home Department.

No. LIV.

AGREEMENT entered into by the CHIEF of MAYURBHANJ regarding the cession of JURISDICTION over the lands required by the BENGAL-NAGPUR RAILWAY.—1896.

I, the undersigned Chief, hereby cede to the Government of India all the Civil and Criminal Jurisdiction possessed by me in the portions of my territories which are, or may hereafter be, occupied by the Bengal-Nagpur Railway, including the lands occupied as stations, out-buildings and all other Railway purposes, to be exercised by the Government of India so long as the land may be required for the

Railway, and to be restored to me or my successors, as the case may be, when the land is no longer used for the above purposes.

2. All Railway employés committing offences cognizable by my ordinary jurisdiction beyond the limits of the land used for Railway purposes shall be apprehended and dealt with, in the usual course, under the advice of the Commissioner of the Orissa Division.

S. C. BHUNJ DEO,
Raja of Mayurbhanj.

The 2nd October 1896.

No. LV.

SANAD granted to the CHIEF of KEONJHUR, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1898.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Keonjhur in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Maharaja Dhunurjoy Narain Bhunj Deo, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the Sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You, Maharaja Dhunurjoy Narain Bhunj Deo, son of Maharaja Gadadhar Narain Bhunj, are hereby formally recognised as the Feudatory Chief of the Keonjhur State, and you are permitted, as heretofore, to generally administer the territory of the said Keonjhur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees One thousand seven hundred and ten, anna one and pies three per annum, which you and your predecessors have heretofore paid, exclusive of the tribute or peshkash of Rupees two hundred and sixty-six, annas ten and pies eight payable to your credit by the Chief of Pal Lahera.

III.—You shall try in your Courts all criminal cases occurring in your territory, except (I) those in which Europeans are concerned, and (II) heinous offences, such as murder, homicide, dakaiti, robbery, and torture. You shall refer the cases excepted above for disposal to the Superintendent of the Tributary Mahals

or to such of his Assistants as he may indicate. Sentences passed by you on criminal offenders shall be regulated by the instructions issued from time to time for your guidance by His Honour the Lieutenant-Governor of Bengal, and shall not exceed [unless His Honour is pleased to entrust you with more extensive powers, in which case you shall be entitled to exercise such further powers, in the manner, to the extent, and subject to the conditions, if any, which His Honour may prescribe] in the case of imprisonment, a term of two years, in the case of fines, a sum of one thousand rupees, and in the case of whipping, thirty stripes. All orders passed by you in criminal cases shall be subject to revision by the Superintendent, to whom you shall send the records of any case for which he may call.

IV.—You shall deliver up any offender from British or other territory, who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and, in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation on the matter to the authorities concerned.

V.—You shall administer justice fairly and impartially to all alike.

VI.—You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

VII.—You shall levy no transit duties on grain, merchandise or any article of commerce passing through your State.

VIII.—You shall consult the Superintendent of the Tributary Mahals in all important matters of administration, and comply with his wishes. The settlement and collection of the land-revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt and opium, the concession of mining, forest, and other rights, disputes arising out of any such concession, and disputes in which other States are concerned, shall be regarded as specially important matters and in respect to them you shall at all times conform to such advice as the Superintendent of the Tributary Mahals may give you.

IX.—The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seen desirable either on account of abuse or for other reasons, and it will not necessarily be granted to your successor.

X.—All questions as to boundaries between your State and British territory will be dealt with by the Superintendent of the Tributary Mahals or such other officer as His Honour the Lieutenant-Governor of Bengal may appoint either generally or specially, in that behalf, with two accessors, one to be appointed by yourself and the other by His Honour the Lieutenant-Governor, unless in any such case you should prefer that the question should be decided by such Superintendent, or other officer alone, in which case the question shall be referred for his decision accordingly.

SIMLA;

The 28th October 1898.

ELGIN,

Viceroy and Governor-General of India.

No. LVI.

SANAD granted to the CHIEF of PAL-LAHERA, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1898.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Pal Lahera in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Ganeswar Pal, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You Raja Ganeswar Pal, son of Raja Mooni Pal Bahadur, are hereby formally recognised as the Feudatory Chief of the Pal Lahera State, and you are permitted, as heretofore, to generally administer the territory of the said Pal Lahera State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Two hundred and sixty-six, annas ten and pies eight per annum, which you and your predecessors have heretofore paid, for credit as a portion of the tribute or peshkash payable by the Keonjhur State, and your successors shall pay nazarana on succession in accordance with the general rules on that subject for the time being in force.

III, IV, V, VI, VII, VIII, IX, X } These clauses are identical with the corresponding ones in the Sanad granted to Keonjhur (see No. LV).

ELGIN,

Viceroy and Governor-General of India.

SIMLA;

The 28th October 1898.

No. LVII.

SANAD granted to the CHIEF of BONAI, defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1899.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Bonai in Chota Nagpur has hitherto been undefined and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Chandra Deo, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Chandra Deo, son of Raja Inder Deo Bahadur, are hereby formally recognised as the Feudatory Chief of the Bonai State, and you are permitted, as heretofore, to generally administer the territory of the said Bonai State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall, during the next twenty years, pay a tribute or peshkash of rupees five hundred, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay *nazarana* to the British Government on succession in accordance with the general rules on that subject for the time being in force.

III.—You shall conform in all matters concerning the preservation of law and order and the administration of justice generally, within the limits of your State, to the instructions issued from time to time for your guidance by His Honour the Lieutenant-Governor of Bengal. You will appoint such officers, and pay them such emoluments as, on full consideration of the circumstances and of such representations as you may wish to make, may, from time to time, appear necessary to His Honour the Lieutenant-Governor of Bengal, for the proper hearing of cases and administration of justice in your State. It will also be competent to you to nominate for appointment by His Honour as Honorary Magistrates or Munsifs such other persons as you may wish to be so appointed from time to time.

IV.—You shall deliver up any offender from British or other territory who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and, in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation on the matter to the authorities concerned.

V.—You shall administer justice fairly and impartially to all alike.

VI.—You shall recognise and maintain the rights of all your people and you shall on no account oppress them or suffer them to be in any way oppressed.

VII.—You shall levy no tolls or duties of any kind on grain, merchandise or other articles passing into, or out of, or through your State without the permission of His Honour the Lieutenant-Governor of Bengal.

VIII.—You shall consult the Commissioner of Chota Nagpur in all important matters of administration and comply with his wishes. The settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt and opium, the concession of mining, forest, and other rights, disputes arising out of any such concession, and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Commissioner may give you.

IX.—The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable either on account of abuse or for other reasons, and it will not necessarily be granted to your successor.

X.—All questions as to boundaries between your State and British or other territory will be dealt with by the Commissioner of Chota Nagpur or such other officers as the Government of India or His Honour the Lieutenant-Governor of Bengal may appoint, either generally, or specially in that behalf, with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Commissioner or other officer alone in which case the question shall be referred for his decision accordingly.

CURZON OF KEDLESTON,
Viceroy and Governor-General of India.

CALCUTTA;
The 11th April 1899.

No. LVIII.

SANAD granted to the CHIEF of GANGPUR, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1899.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Gangpur in Chota Nagpur has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Raghunath Sikhar Deo, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the

British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Raghunath Sikhar Deo, son of Lal Pitamber Sikhar Deo, are hereby formally recognised as the Feudatory Chief of the Gangpur State, and you are permitted, as heretofore, to generally administer the territory of the said Gangpur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall, during the next twenty years, pay a tribute or peshkash of rupees one thousand two hundred and fifty, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

III, IV, V, VI, VII, VIII, IX, X } These clauses are indentical with the corresponding ones in the Sanad granted to Bonai (see No. LVII).

CURZON OF KEDLESTON,
Viceroy and Governor-General of India

CALCUTTA;
The 8th March 1899.

No. LIX.

SANAD granted to the CHIEF of SERAIKELLA, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1899.

Whereas the status and position with reference to the British Government of the Political State of Seraikella in Chota Nagpur has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Udit Narain Singh Deo Bahadur, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown

and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conterred upon you :—

SANAD.

I.—You, Raja Udit Narain Singh Deo Bahadur, son of Raja Chukradhar Singh Deo Bahadur, are hereby formally recognised as the Feudatory Chief of the Seraikella State, and you are permitted, as heretofore, to generally administer the territory of the said Seraikella State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

III.—You shall conform in all matters concerning the preservation of law and order and the administration of justice generally, within the limits of your State, to the instructions issued from time to time for your guidance by His Honour the Lieutenant-Governor of Bengal. You will appoint such officers, and pay them such emoluments as on full consideration of the circumstances and of such representations as you may wish to make, may, from time to time, appear necessary to His Honour the Lieutenant-Governor of Bengal, for the proper hearing of cases and administration of justice in your State. It will also be competent to you to nominate for appointment by His Honour as Honorary Magistrates or Munsifs such other persons as you may wish to be so appointed from time to time.

IV.—You shall deliver up any offender from British or other territory who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and, in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation on the matter to the authorities concerned.

V.—You shall administer justice fairly and impartially to all alike.

VI.—You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

VII.—You shall levy no tolls or duties of any kind on grain, merchandise, or other articles passing into, or out of, or through your State without the permission of His Honour the Lieutenant-Governor of Bengal.

VIII.—You shall consult the Commissioner of Chota Nagpur in all important matters of administration, and comply with his wishes. The settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt and opium, the concession of mining, forest, and other rights, disputes arising out of any such concession, and

disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Commissioner may give you.

IX.—The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable either on account of abuse or for other reasons, and it will not necessarily be granted to your successor.

X.—All questions as to boundaries between your State and British or other territory will be dealt with by the Commissioner of Chota Nagpur or such other officer as the Government of India or His Honour the Lieutenant-Governor of Bengal may appoint, either generally, or specially in that behalf, with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Commissioner or other officer alone, in which case the question shall be referred for his decision accordingly.

CURZON OF KEDLESTON,
Viceroy and Governor-General of India.

CALCUTTA;
The 8th March 1899.

No. LX.

SANAD granted to the CHIEF of KHARSAWAN, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1899.

Whereas the status and position with reference to the British Government of the Political State of Kharsawan in Chota Nagpur has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Thakur Mohendro Narayan Singh Deo, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You, Thakur Mohendro Narayan Singh Deo, son of Thakur Raghu Nath Singh Deo, are hereby formally recognised as the Feudatory Chief of the Kharsawan State, and you are permitted, as heretofore, to generally administer the territory of the said Kharsawan State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your

privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II, III, IV, V, VI, VII, VIII, IX, X — These clauses are identical with the corresponding ones in the sanad granted to Seraikella (see No. LIX).

CURZON OF KEDLESTON,
Viceroy and Governor-General of India.

CALCUTTA;
The 8th March 1899.

No. LXI.

AGREEMENT between the MAHARAJA of MAYURBHANJ and THE BENGAL-NAGPUR RAILWAY COMPANY for the working of the MAYURBHANJ STATE RAILWAY,—1905.

Memorandum of Conditions agreed to between the Maharaja of Mourbhanj and the Agent of the Bengal-Nagpur Railway Company, Limited, for the working of the Mourbhanj State Railway.

In the following conditions :—

The "Chief" means the Maharaja of Mourbhanj.

The "Company" means the Bengal-Nagpur Railway Company, Limited.

The "Railway" means the Mourbhanj State Railway 2-ft. 6-in. gauge.

I.—The Company will work the Railway on behalf of the Chief on the following conditions for the period of one year, from the 1st of January 1905, to the 31st of December 1905, and thereafter from year to year until the Agreement shall be determined either at the end of the first or any subsequent year by not less than three months' previous notice in writing given by either party to other; after that period the conditions will cease and determine or will be subject to revision as the Chief and the Company may mutually agree.

II.—The Company will control all rates and fares connected with the traffic of the railway, and will collect all receipts due to the railway.

III.—The Company will also on behalf of the Chief maintain the railway, its rolling stock, station machinery and buildings but if any exceptional expenditure in such maintenance shall be requisite, the same shall be dealt with as provided for in clause VIII of these conditions.

IV.—The total amount of working expenses of the line, including cost of maintenance other than exceptional expenditure provided for as aforesaid, will be deducted by the Company from the total amount of receipts, and the balance, if any, will be paid over to the Chief at the end of the year. The Company will furnish the Chief with returns of Capital and Revenue transaction and of Traffic in the prescribed Government form each half year.

V.—If any dispute arise regarding the proper inclusion of any charge in working expenses or any other matter, it is to be referred to the Government Consulting Engineer whose decision shall be final.

VI.—If the total of the working expenses and payment for maintenance exceeds the gross receipts the balance will be paid by the Chief to the Company.

VII.—All new capital required for work on the railway will be provided by the Chief, if the proposed outlay is approved by him. The Government of India's rules defining Revenue and Capital charges shall be worked to in deciding as to whether a charge should be a *Capital* or *Revenue* charge.

VIII.—When new works are required, the Company shall prepare plans and estimates for the same, and shall submit them to the Chief for acceptance. On accepting them, the Chief will deposit the amount of the estimate with the Company, who will then proceed to execute the work.

IX.—The Company will make no charge for superior supervision that is for work done on or for the railway by the superior staff of the Company, nor for Audit, that is, for the work entailed in keeping the accounts of the railway.

X.—The staff employed in working the railway shall be considered as being employed solely by the Company, and the Company shall be free to dismiss or engage employees as necessary.

Accepted on behalf of the Bengal-Nagpur Railway Company by their Attorney.	Accepted.
G. C. GODFREY,	SRI C. BHANJ DEO,
Acting Agent, Bengal-Nagpur Railway.	*Maharaja of Mourbhanj.*

Dated 8th April 1905.

No. LXII.

SANAD granted to the CHIEF of BONAI, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1905.

SANAD.

To

RAJA INDRA DEO.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Bonai in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Indra Deo, the following sanad, in supersession of that granted to your father on the 11th April 1899, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

1. You Raja Indra Deo, son of Raja Chandra Deo, are hereby formally recognised as the Feudatory Chief of the Bonai State, and you are permitted as heretofore to administer generally the territory of the said Bonai State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

2. You shall, during the next fourteen years, pay a tribute or peshkash of rupees five hundred, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

3. You shall conform in all matters concerning the preservation of law and order and the administration of justice generally, within the limits of your State, to the instructions issued from time to time for your guidance by His Honour the Lieutenant-Governor of Bengal. You will appoint such officers, and pay them such emoluments as, on full consideration of the circumstances and of such representations as you may wish to make, may, from time to time, appear necessary to His Honour the Lieutenant-Governor of Bengal for the proper hearing of cases and administration of justice in your State. It will also be competent to you

to nominate for appointment by His Honour as Honorary Magistrates or Munsifs such other persons as you may wish to be so appointed from time to time.

4. You shall deliver up any offender from British or other territory who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and, in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation on the matter to the authority concerned.

5. You shall administer justice fairly and impartially to all alike.

6. You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

7. You shall levy no tolls or duties of any kind on grain, merchandise, or other articles passing into, or out of, or through, your State without the permission of His Honour the Lieutenant-Governor of Bengal.

8. You shall consult the Commissioner of Orissa, or any officer duly vested with authority by the Lieutenant-Governor of Bengal, in all important matters of administration, and comply with his wishes. The settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt, and opium, the concession of forest and other rights, disputes arising out of any such concession, and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Commissioner of Orissa or such other officer may give you.

9. The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable either on account of abuse or for other reasons, and it will not necessarily be granted to your successor.

10. All questions as to boundaries between your State and British or other territory will be dealt with by the Commissioner of Orissa or such other officer as the Government of India or His Honour the Lieutenant-Governor of Bengal may appoint, either generally or specially, in that behalf, with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Commissioner or other officer alone, in which case the question shall be referred for his decision accordingly.

MINTO,

Viceroy and Governor-General of India.

CALCUTTA;

The 23rd December 1905.

No. LXIII.

SANAD granted to the CHIEF of GANGPUR, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1905.

SANAD.

To

RAJA RAGHUNATH SIKHAR DEO.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Gangpur in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Raghunath Sikhar Deo, the following sanad, in supersession of that granted to your father on the 8th March 1899, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

1. You, Raja Raghunath Sikhar Deo, son of Lal Pitamber Sikhar Deo, are hereby formally recognised as the Feudatory Chief of the Gangpur State, and you are permitted, as heretofore, to administer generally the territory of the said Gangpur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

2. You shall, during the next fourteen years, pay a tribute or peshkash of rupees one thousand two hundred and fifty, and this amount may be revised thereafter, if His Excellency the Viceory and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

3, 4, 5, 6, 7, 8, 9, 10 } These clauses are identical with the corresponding ones in the Sanad granted to Bonai (see No. LXII).

MINTO,

Viceroy and Governor-General of India.

CALCUTTA;

The 23rd December 1905.

No. LXIV.

SANAD granted to the CHIEF of BAMRA defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1905.

Whereas you were formerly a Tributary Chief of a Gurjat State His Excellency the Viceroy of India in Council has been pleased to recognise you as Feudatory, and to permit you to govern your own territory in all matters, whether criminal, civil, or revenue, with the following proviso; that in the event of any offender appearing to you to merit capital punishment you will, before passing order for carrying out such sentence, send the case up to the Commissioner, Orissa Division, or such other officer as shall be nominated by the British Government, for confirmation.

Your nomination to be a Feudatory is also subject to the following conditions, and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed :—

1. That you shall pay regularly the tribute of Rs. 1,500 fixed for 20 years, *viz.*, from the year 1888 to the year 1908 A. D., and that the said tribute shall be liable to revision at the expiration of the said term or at any time thereafter that the Government may think fit.

2. That you shall deliver up any offender from Birtish or other territory who may take refuge in your State; that you will aid British officers who may pursue criminals into your territory; and that in the event of offenders from your State taking refuge in British or other territory you will make a representation in the matter to the authorities concerned.

3. That you shall do your utmost to suppress crimes of all kinds in your State.

4. That you shall administer justice fairly and impartially to all alike.

5. That you shall recognise the rights of all your people and continue them in the same, and that on no account shall you oppress them or suffer them in any way to be oppressed.

6. That you shall levy no transit duties on grain, merchandise, or any article of commerce passing through your State.

7. That you shall accept and follow such advice and instructions as may be communicated to you by the Commissioner of the Orissa Division, or any officer duly vested with authority by the Lieutenant-Governor of Bengal.

8. That you shall appoint an approved Vakil to be permanent resident at the Sadr Station of the Sambalpur District, in view to all orders affecting your State being communicated to you.

9. That you shall manage your Abkari revenue in such manner as not to interfere with the revenue of adjacent British territory; and that if your Abkari

arrangements do so interfere, the Lieutenant-Governor of Bengal shall have authority to raise your tribute by Rs. 500 per annum until your Abkari arrangements are again satisfactory.

MINTO,

Viceroy and Governor-General of India.

CALCUTTA;

The 23rd December 1905.

No. LXV.

SANAD granted to the CHIEF of KALAHANDI (or KAROND) defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1905.

His Excellency the Viceroy of India in Council has been pleased to recognise you as Feudatory, and to permit you to govern your own territory in all matters, whether criminal, civil, or revenue, with the following proviso; that in the event of any offender appearing to you to merit capital punishment you will, before passing order for carrying out such sentence, send the case up to the Commissioner, Orissa Division, or such other officer as shall be nominated by the British Government, for confirmation.

Your nomination to be a Feudatory is also subject to the following conditions and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed:—

1. That you shall pay regularly the tribute of Rs. 12,000 fixed for 20 years, viz., from the year 1888 to the year 1908 A.D., and that the said tribute shall be liable to revision at the expiration of the said term or at any time thereafter that the Government may think fit.

2, 3, 4, 5, 6, 7, 8 } These clauses are identical with the corresponding ones in the Sanad granted to Bamra (see No. LXIV).

9. That you shall manage your Abkari revenue in such manner as not to interfere with the revenue of adjacent British territory; and that if your Abkari arrangements do so interfere, the Lieutenant-Governor of Bengal shall have authority to raise your tribute by Rs. 1,000 per annum until your Abkari arrangements are again satisfactory.

MINTO,

Viceroy and Governor-General of India.

CALCUTTA;

The 23rd December 1905.

No. LXVI.

SANAD granted to the CHIEF of PATNA defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1905.

Whereas you were formerly a Tributary Chief of a Gurjat State, His Excellency the Viceroy of India in Council has been pleased to recognise you as Feudatory, and to permit you to govern your own territory in all matters, whether criminal, civil, or revenue, with the following proviso; that in the event of any offender appearing to you to merit capital punishment you will, before passing order for carrying out such sentence, send the case up to the Commissioner, Orissa Division, or such other officer as shall be nominated by the British Government, for confirmation.

Your nomination to be a Feudatory is also subject to the following conditions and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed :—

1. That you shall pay regularly the tribute of Rs. 8,500 fixed for 20 years, *viz.*, from the year 1888 to the year 1908 A.D., and that the said tribute shall be liable to revision at the expiration of the said term or at any time thereafter that the Government may think fit.

2, 3, 4, 5, 6, 7, 8 } These clauses are identical with the corresponding ones in the Sanad granted to Bamra (see No. LXIV).

9. That you shall manage your Abkari revenue in such manner as not to interfere with the revenue of adjacent British territory; and that if your Abkari arrangements do so interfere, the Lieutenant-Governor of Bengal shall have authority to raise your tribute by Rs. 1,000 per annum until your Abkari arrangements are again satisfactory.

MINTO,

Viceroy and Governor-General of India.

CALCUTTA;

The 23rd December 1905.

No. LXVII.

SANAD granted to the CHIEF of REHRAKHOL defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1905.

Whereas you were formerly a Tributary Chief of a Gurjat State, His Excellency the Viceroy of India in Council has been pleased to recognise you as Feudatory, and to permit you to govern your own territory in all matters, whether criminal, civil, or revenue, with the following proviso; that in the event of any offender appearing to you to merit capital punishment you will, before passing order for carrying out such sentence, send the case up to the Commissioner, Orissa Division, or such other officer as shall be nominated by the British Government, for confirmation.

Your nomination to be a Feudatory is also subject to the following conditions, and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed:—

1. That you shall pay regularly the tribute of Rs. 800 fixed for 20 years, *viz.*, from the year 1888 to the year 1908 A.D., and that the said tribute shall be liable to revision at the expiration of the said term or at any time thereafter that the Government may think fit.

2
3
4
5 } These clauses are identical with the corresponding ones in the Sanad granted to Bamra (see No. LXIV).
6
7
8

9. That you shall manage your Abkari revenue in such manner as not to interfere with the revenue of adjacent British territory; and that if your Abkari arrangements do so interfere, the Lieutenant-Governor of Bengal shall have authority to raise your tribute by Rs. 1,000 per annum until your Abkari arrangements are again satisfactory.

MINTO,
Viceroy and Governor-General of India.

CALCUTTA;
The 23rd December 1905.

No. LXVIII.

SANAD granted to the CHIEF of SONPUR defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1905.

Whereas you were formerly a Tributary Chief of a Gurjat State, His Excellency the Viceroy of India in Council has been pleased to recognise you as Feudatory, and to permit you to govern your own territory in all matters, whether criminal, civil, or revenue, with the following proviso; that in the event of any offender appearing to you to merit capital punishment you will, before passing order for carrying out such sentence, send the case up to the Commissioner, Orissa Division, or such other officer as shall be nominated by the British Government, for confirmation.

Your nomination to be a Feudatory is also subject to the following conditions, and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed:—

1. That you shall pay regularly the tribute of Rs. 9,000 fixed for 20 years, *viz.*, from the year 1888 to the year 1908 A.D., and that the said tribute shall be liable to revision at the expiration of the said term or at any time thereafter that the Government may think fit.

2, 3, 4, 5, 6, 7, 8 } These clauses are identical with the corresponding ones in the Sanad granted to Bamra (see No. LXIV).

9. That you shall manage your Abkari revenue in such manner as not to interfere with the revenue of adjacent British territory; and that if your Abkari arrangements do so interfere, the Lieutenant-Governor of Bengal shall have authority to raise your tribute by Rs. 1,000 per annum until your Abkari arrangements are again satisfactory.

MINTO,

Viceroy and Governor-General of India.

CALCUTTA;

The 23rd December 1905.

No. LXIX.

AGREEMENT executed by the MAHARAJA of PATNA ceding to the BRITISH GOVERNMENT full CIVIL and CRIMINAL JURISDICTION over the lands in the State occupied by the RAIPUR-VIZIANAGRAM RAILWAY,—1906.

I, the Maharaja Dalganjan Sing Deo, Feudatory Chief of the Patna State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Raipur-Vizianagram Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

M. DALGANJAN SING DEO,

The 25th November 1906. *Maharaja and Feudatory Chief.*

No. LXX.

AGREEMENT executed by the KALAHANDI STATE ceding to the BRITISH GOVERNMENT full CIVIL and CRIMINAL JURISDICTION over the lands in the State occupied by the RAIPUR-VIZIANAGRAM RAILWAY,—1906.

I, Ramkrishna Misra, Superintendent of Kalahandi, on behalf of minor Chief of Kalahandi under Court of Wards, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Raipur-Vizianagram Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

CAMP RAMPUR; RAMKRISHNA MISRA,

The 29th November 1906. *Superintendent, Kalahandi State.*

Countersigned.

L. C. RAMSAY,

The 29th November 1906. *Political Agent.*

No. LXXI.

SANAD granted to the CHIEF of ATHGARH, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1908.

Whereas the status and position with reference to the British Government of the Feudatory State of Athgarh in Orissa require to be freshly defined; His Excellency the Viceroy and Governor-General in Council is pleased to grant you, the following Sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the Sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You, Raja Bahadur Sri Karan Biswanath Bebarta Patnaik, son of Raja Sri Karan Jagannath Bebarta Patnaik, are hereby formally recognised as the Feudatory Chief of the Athgarh State, and you are permitted, as heretofore, to generally administer the territory of the said Athgarh State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of rupees two thousand and eight hundred per annum, which you and your predecessors have heretofore paid.

III.—You shall conform in all matters concerning the preservation of law and order, and the administration of justice generally, within the limits of your State, to the instructions issued from time to time for your guidance by His Honour the Lieutenant-Governor of Bengal.

IV.—You shall deliver up any offender from British or other territory, who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and, in the event of offenders from your own State

taking refuge in British or other territory, you shall make a representation on the matter to the authorities concerned.

V.—You shall administer justice fairly and impartially to all alike.

VI.—You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

VII.—You shall levy no transit duties on grain, merchandise or any article of commerce passing through your State.

VIII.—You shall consult the Commissioner of the Orissa Division, or any officer duly vested with authority by His Honour the Lieutenant-Governor of Bengal, in all important matters of administration, and comply with his wishes. The settlement and collection of the land-revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt and opium, and for catching elephants, the concession of mining, forest and other rights, disputes arising out of any such concession, and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Commissioner of the Orissa Division, or such other officer aforesaid, may give you.

IX.—All questions as to boundaries between your State and British or other territory will be dealt with by the Commissioner of the Orissa Division, or such other officer as the Government of India or His Honour the Lieutenant-Governor of Bengal may appoint generally or specially, in that behalf, with two assessors, one of whom is to be nominated by yourself unless in any such case you should prefer that the question should be decided by such Commissioner or other officer alone, in which case the question shall be referred for his decision accordingly.

MINTO,
Viceroy and Governor-General of India.

SIMLA,

The 12th October 1908.

No. LXXII.

SANAD granted to the CHIEF of ATHMALLIK, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1908.

Whereas the status and position with reference to the British Government of the Feudatory State of Athmallik in Orissa require to be freshly defined; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, the following Sanad, with a view to assuring you that the British Government will continue as long as you remain loyal to the Crown and abide by the conditions of the Sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You, Raja Bibhudendra Deo Samanta, son of Maharaja Mahanta Deo Samanta, are hereby formally recognised as the Feudatory Chief of the Athmallik State, and you are permitted, as heretofore, to generally administer the territory of the said Athmallik State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of rupees four hundred and eighty per annum, which you and your predecessors have heretofore paid, and your successors shall pay *nazarana* on succession in accordance with the general rules on that subject for the time being in force.

III, IV, V, VI, VII, VIII, IX } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. LXXI).

MINTO,

Viceroy and Governor-General of India.

SIMLA;

The 12th October 1908.

No. LXXIII.

SANAD granted to the CHIEF of BARAMBA, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1908.

Whereas the status and position with reference to the British Government of the Feudatory State of Baramba in Orissa require to be freshly defined; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, the following Sanad, with a view to assuring you that the British Government will continue as long as you remain loyal to the Crown and abide by the conditions of the Sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You, Raja Biswambhar Birbar Mungraj Mahapatra, son of Raja Daswarathi Birbar Mungraj Mahapatra, are hereby formally recognised as the Feudatory Chief of the Baramba State, and you are permitted, as heretofore, to generally administer the territory of the said Baramba State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of rupees one thousand three hundred and ninety-seven, annas fifteen and pies five per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX — These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. LXXI).

MINTO,

Viceroy and Governor-General of India.

SIMLA;

The 12th October 1908.

No. LXXIV.

SANAD granted to the CHIEF of BOAD, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1908.

Whereas the status and position with reference to the British Government of the Feudatory State of Boad in Orissa require to be freshly defined; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, the following Sanad, with a view to assuring you that the British Government will continue as long as you remain loyal to the Crown and abide by the conditions of the Sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You, Raja Jogendra Deo, son of Raja Pitamber Deo, are hereby formally recognised as the Feudatory Chief of the Boad State, and you are permitted, as heretofore, to generally administer the territory of the said Boad State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of rupees eight hundred per annum, which you and your predecessors have heretofore paid, and your successors shall pay *nazarana* on succession in accordance with the general rules on that subject for the time being in force.

III, IV, V, VI, VII, VIII, IX } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. LXXI).

MINTO,

Viceroy and Governor-General of India.

SIMLA;

The 12th October 1908.

No. LXXV.

SANAD granted to the CHIEF of DASPALLA, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1908.

Whereas the status and position with reference to the British Government of the Feudatory State of Daspalla in Orissa require to be freshly defined; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, the following Sanad, with a view to assuring you that the British Government will continue as long as you remain loyal to the Crown and abide by the conditions of the Sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You, Raja Narayan Deo Bhanja, son of Raja Narsinha Bhanja, are hereby formally recognised as the Feudatory Chief of the Daspalla State, and you are permitted, as heretofore, to generally administer the territory of the said Daspalla State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of rupees six hundred and sixty-one, annas seven and pies eleven per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. LXXI).

MINTO,

Viceroy and Governor-General of India

SIMLA;

The 12th October 1908.

No. LXXVI.

SANAD granted to the CHIEF of DHENKANAL, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1908.

Whereas the status and position with reference to the British Government of the Feudatory State of Dhenkanal in Orissa require to be freshly defined; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, the following Sanad, with a view to assuring you that the British Government will continue as long as you remain loyal to the Crown and abide by the conditions of the Sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You, Raja Sura Pratap Mahendra Bahadur, son of Raja Dinabandhu Mahendra Bahadur, are hereby formally recognised as the Feudatory Chief of the Dhenkanal State, and you are permitted, as heretofore, to generally administer the territory of the said Dhenkanal State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of rupees five thousand and ninety-nine and pies nine per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. LXXI).

MINTO,

Viceroy and Governor-General of India.

SIMLA;

The 12th October 1908.

No. LXXVII.

SANAD granted to the CHIEF of HINDOL, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1908.

Whereas the status and position with reference to the British Government of the Feudatory State of Hindol in Orissa require to be freshly defined; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, the following Sanad, with a view to assuring you that the British Government will continue as long as you remain loyal to the Crown and abide by the conditions of the Sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You, Raja Naba Kishor Chandra Murdraj Jugadeb, son of Raja Janardan Murdràj Jugadeb, are hereby formally recognised as the Feudatory Chief of the Hindol State, and you are permitted, as heretofore, to generally administer the territory of the said Hindol State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of rupees five hundred and fifty-one, annas three and pies eleven per annum, which you and your predecessors have heretofore paid.

III
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VII
VIII
IX — These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. LXXI).

MINTO,

Viceroy and Governor-General of India.

SIMLA;

The 12th October 1908.

No. LXXVIII.

SANAD granted to the CHIEF of KHANDPARA, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1908.

Whereas the status and position with reference to the British Government of the Feudatory State of Khandpara in Orissa require to be freshly defined; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, the following Sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the Sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You, Raja Ram Chandra Murdraj Bhramarbar Roy, son of Raja Notober Murdraj Bhramarbar Roy, are hereby formally recognised as the Feudatory Chief of the Khandpara State, and you are permitted, as heretofore, to generally administer the territory of the said Khandpara State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of rupees four thousand two hundred and eleven, annas eight and pies eight per annum, which you and your predecessors have heretofore paid.

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These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. LXXI).

MINTO,

Viceroy and Governor-General of India.

SIMLA;

The 12th October 1908.

No. LXXIX.

SANAD granted to the CHIEF of MOHARBHANJ, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1908.

Whereas the status and position with reference to the British Government of the Feudatory State of Moharbhanj in Orissa require to be freshly defined; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, the following Sanad, with a view to assuring you that the British Government will continue as long as you remain loyal to the Crown and abide by the conditions of the Sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You, Maharaja Sriram Chandra Bhanja Deo, son of Maharaja Krishna Chandra Bhanja, are hereby formally recognised as the Feudatory Chief of the Moharbhanj State, and you are permitted, as heretofore, to generally administer the territory of the said Moharbhanj State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of rupees one thousand and sixty-seven, annas eleven and pies nine per annum, which you and your predecessors have heretofore paid, and your successors shall pay *nazarana* on succession in accordance with the general rules on that subject for the time being in force.

III
IV
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VI } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. LXXI).
VII
VIII
IX

MINTO,

Viceroy and Governor-General of India.

SIMLA;

The 12th October 1908.

No. LXXX.

SANAD granted to the CHIEF of NARSINGPUR, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1908.

Whereas the status and position with reference to the British Government of the Feudatory State of Narsingpur in Orissa require to be freshly defined; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, the following Sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the Sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You, Raja Sadhucharan Mansing Harichandan Mahapatra, son of Raja Breja Sunder Mansing Harichandan Mahapatra, are hereby formally recognised as the Feudatory Chief of the Narsingpur State, and you are permitted, as heretofore, to generally administer the territory of the said Narsingpur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of rupees one thousand four hundred and fifty-five, annas eight and pies three per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. LXXII).

MINTO,

Viceroy and Governor-General of India.

SIMLA;

The 12th October 1908.

No. LXXXI.

SANAD granted to the CHIEF of NAYAGARH, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1908.

Whereas the status and position with reference to the British Government of the Feudatory State of Nayagarh in Orissa require to be freshly defined; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, the following Sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the Sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You, Raja Narayan Singh Mandhata, son of Raja Raghunath Singh Mandhata, are hereby formally recognised as the Feudatory Chief of the Nayagarh State, and you are permitted, as heretofore, to generally administer the territory of the said Nayagarh State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of rupees five thousand five hundred and twenty-five, annas four and pie one per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. LXXI).

MINTO,

Viceroy and Governor-General of India.

SIMLA;

The 12th October 1908.

No. LXXXII.

SANAD granted to the CHIEF of NILGIRI, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1908.

Whereas the status and position with reference to the British Government of the Feudatory State of Nilgiri in Orissa require to be freshly defined; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, the following Sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the Sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You, Raja Shyam Chandra Murdraj Harichandan, son of Raja Krishna Chandra Murdraj Harichandan, are hereby formally recognised as the Feudatory Chief of the Nilgiri State, and you are permitted, as heretofore to generally administer the territory of the said Nilgiri State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of rupees three thousand and nine hundred, annas seven and pies eight per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. LXXI).

MINTO,

Viceroy and Governor-General of India.

SIMLA;

The 12th October 1908.

No. LXXXIII.

SANAD granted to the CHIEF of PAL LAHERA, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1908.

Whereas the status and position with reference to the British Government of the Feudatory State of Pal Lahera in Orissa require to be freshly defined; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, the following Sanad, with a view to assuring you that the British Government will continue as long as you remain loyal to the Crown and abide by the conditions of the Sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You, Raja Ganeswar Pal, son of Raja Muni Pal Bahadur, are hereby formally recognised as the Feudatory Chief of the Pal Lahera State, and you are permitted, as heretofore, to generally administer the territory of the said Pal Lahera State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of rupees two hundred and sixty-six, annas ten and pies eight per annum, which you and your predecessors have heretofore paid, and your successors shall pay *nazarana* on succession in accordance with the general rules on that subject for the time being in force.

III, IV, V, VI, VII, VIII, IX } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. LXXI).

MINTO,

Viceroy and Governor-General of India.

SIMLA;

The 12th October 1908.

No. LXXXIV.

SANAD granted to the CHIEF of RANPUR, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1908.

Whereas the status and position with reference to the British Government of the Feudatory State of Ranpur in Orissa require to be freshly defined; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, the following Sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the Sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You, Raja Birabar Krishna Chandra Singh Bajradhar Narendra Mahapatra, son of Raja Benudhur Bajradhar Narendra Mahapatra, are hereby formally recognised as the Feudatory Chief of the Ranpur State, and you are permitted, as heretofore, to generally administer the territory of the said Ranpur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of rupees one thousand and four hundred, annas thirteen and pies two per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. LXXXI).

MINTO,
Viceroy and Governor-General of India.

SIMLA;

The 12th October 1908.

No. LXXXV.

SANAD granted to the CHIEF of TALCHER, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1908.

Whereas the status and position with reference to the British Government of the Feudatory State of Talcher in Orissa require to be freshly defined; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, the following Sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the Sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You, Raja Kishor Chandra Birbar Harichandan, son of Raja Ramchandra Birbar Harichandan, are hereby formally recognised as the Feudatory Chief of the Talcher State, and you are permitted, as heretofore, to generally administer the territory of the said Talcher State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of rupees one thousand and thirty-nine, annas ten and pies five per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX — These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. LXXXI).

MINTO,

Viceroy and Governor-General of India.

SIMLA;

The 12th October 1908.

No. LXXXVI

SANAD granted to the CHIEF of TIGIRIA, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1908.

Whereas the status and position with reference to the British Government of the Feudatory State of Tigiria in Orissa require to be freshly defined; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, the following Sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the Sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You, Raja Banamali Kshetriya Birbar Chumpati Singh Mahapatra, son of Raja Harihar Kshetriya Birbar Chumpati Singh Mahapatra, are hereby formally recognised as the Feudatory Chief of the Tigiria State, and you are permitted, as heretofore, to generally administer the territory of the said Tigiria State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of rupees eight hundred and eighty-two per annum, which you and your predecessors have heretofore paid.

III
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VIII
IX } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. LXXI).

MINTO,

Viceroy and Governor General of India.

SIMLA;

The 12th October 1908.

No. LXXXVII.

SANAD granted to MAHARAJA SRIRAM CHANDRA BHANJ DEO of MOHARBHANJ, —1910.

I hereby confer upon you the title of Maharaja as an hereditary distinction.

MINTO,

Viceroy and Governor-General of India.

SIMLA;

The 24th June 1910.

No. LXXXVIII.

SANAD granted to the CHIEF of ATHGARH, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1915.

Whereas the status and position with reference to the British Government of the Feudatory State of Athgarh in Orissa require to be freshly defined; the Governor-General in Council is pleased to grant to you the following *sanad*, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the *sanad*, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

I.—You, Raja Bahadur Sri Karan Biswanath Bebarta Patnaik, son of Raja Sri Karan Jagannath Bebarta Patnaik, are hereby formally recognised as the Feudatory Chief of the Athgarh State, and you are permitted, as heretofore, to administer generally the territory of the said Athgarh State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by the Governor-General in Council or by the Lieutenant-Governor of Bihar and Orissa in Council on his behalf.

II.—You shall continue to pay the tribute or *peshkash* of rupees two thousand and eight hundred per annum, which you and your predecessors have heretofore paid.

III.—You shall conform, in all matters concerning the preservation of law and order, and the administration of justice generally, within the limits of your State, to the instructions issued from time to time for your guidance by the Lieutenant-Governor of Bihar and Orissa in Council.

IV.—You shall deliver up any offender from British or other territory, who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and, in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation in the matter to the authorities concerned.

V.—You shall administer justice fairly and impartially to all alike.

VI.—You shall recognise and maintain the rights of all your people and you shall on no account oppress them or suffer them to be in any way oppressed.

VII.—You shall levy no transit duties on grain, merchandise, or any article of commence passing through your State.

VIII.—You shall consult the Commissioner of the Orissa Division, or any officer duly vested with authority in that behalf by the Lieutenant-Governor of Bihar and Orissa in Council, in all important matters of administration, and comply with his wishes. The settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt and opium, and for catching elephants, the concession of mining, forest, and other rights, disputes arising out of any such concession, and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Commissioner of the Orissa Division, or such other officer aforesaid, may give you.

IX.—All questions as to boundaries between your State and British or other territory shall be dealt with by the Commissioner of the Orissa Division, or such other officer as the Government of India or the Lieutenant-Governor of Bihar and Orissa in Council may appoint, generally or specially in that behalf, with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Commissioner or other officer alone, in which case the question shall be referred for his decision accordingly.

HARDINGE OF PENSHURST,

Viceroy and Governor-General of India.

SIMLA;

The 15th May 1915.

No. LXXXIX.

SANAD granted to the CHIEF of ATHMALLIK, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1915.

Whereas the status and position with reference to the British Government of the Feudatory State of Athmallik in Orissa require to be freshly defined; the Governor-General in Council is pleased to grant to you the following *sanad*, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the *sanad*, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

I.—You, Raja Bibhudendra Deo Samanta, son of Maharaja Mahendra Deo Samanta, are hereby formally recognised as the Feudatory Chief of the Athmallik State, and you are permitted, as heretofore, to administer generally the territories of the said Athmallik State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations, provided that no succession shall be valid until it has been recognised by the Governor-General in Council or by the Lieutenant-Governor of Bihar and Orissa in Council on his behalf.

II.—You shall continue to pay the tribute or *peshkash* of rupees four hundred and eighty per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. LXXXVIII).

HARDINGE OF PENSHURST,
Viceroy and Governor-General of India.

SIMLA;

The 15th May 1915.

No. XC.

SANAD granted to the CHIEF of BARAMBA, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1915.

Whereas the status and position with reference to the British Government of the Feudatory State of Baramba in Orissa require to be freshly defined; the Governor-General in Council is pleased to grant to you the following *sanad*, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the *sanad*, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

I.—You, Raja Biswambhar Birbar Mangraj Mahapatra, son of Raja Dasarathi Birbar Mangraj Mahapatra, are hereby formally recognised as the Feudatory Chief of the Baramba State, and you are permitted, as heretofore, to administer generally the territory of the said Baramba State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by the Governor-General in Council or by the Lieutenant-Governor of Bihar and Orissa in Council on his behalf.

II.—You shall continue to pay the tribute or *peshkash* of rupees one thousand three hundred and ninety-seven, annas fifteen and pies five per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. LXXXVIII).

HARDINGE OF PENSHURST,

Viceroy and Governor-General of India.

SIMLA;

The 15th May 1915.

No. XCI.

SANAD granted to the CHIEF of BAUD, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1915.

Whereas the status and position with reference to the British Government of the Feudatory State of Baud in Orissa require to be freshly defined; the Governor-General in Council is pleased to grant to you the following *sanad*, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the *sanad*, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

I.—You, Raja Narayan Prasad Deo, son of Raja Jogendra Deo, are hereby formally recognised as the Feudatory Chief of the Baud State, and you are permitted, as heretofore, to administer generally the territory of the said Baud State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by the Governor-General in Council or by the Lieutenant-Governor of Bihar and Orissa in Council on his behalf.

II.—You shall continue to pay the tribute or *peshkash* of rupees eight hundred per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. LXXXVIII).

HARDINGE OF PENSHURST,
Viceroy and Governor-General of India.

SIMLA;

The 15th May 1915.

No. XCII.

SANAD granted to the CHIEF of DASPALLA, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1915.

Whereas the status and position with reference to the British Government of the Feudatory State of Daspalla in Orissa require to be freshly defined; the Governor-General in Council is pleased to grant to you the following *sanad*, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the *sanad*, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

I.—You, Raja Kishor Chandra Deo Bhanja, son of Raja Narayan Deo Bhanja, are hereby formally recognised as the Feudatory Chief of the Daspalla State, and you are permitted, as heretofore, to administer generally the territory of the said Daspalla State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by the Governor-General in Council or by the Lieutenant-Governor of Bihar and Orissa in Council on his behalf.

II.—You shall continue to pay the tribute or *peshkash* of rupees six hundred and sixty-one, annas seven and pies eleven per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX — These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. LXXXVIII).

HARDINGE OF PENSHURST,

Viceroy and Governor-General of India.

SIMLA;

The 15th May 1915.

No. XCIII.

SANAD granted to the CHIEF of DHENKANAL, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1915.

Whereas the status and position with reference to the British Government of the Feudatory State of Dhenkanal in Orissa require to be freshly defined; the Governor-General in Council is pleased to grant to you the following *sanad*, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the *sanad*, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

I.—You, Raja Bahadur Sura Pratap Mahendra, son of Raja Bahadur Dinabandhu Mahendra, are hereby formally recognised as the Feudatory Chief of the Dhenkanal State, and you are permitted, as heretofore, to administer generally the territory of the said Dhenkanal State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by the Governor-General in Council or by the Lieutenant-Governor of Bihar and Orissa in Council on his behalf.

II.—You shall continue to pay the tribute or *peshkash* of rupees five thousand and ninety-nine and pies nine per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. LXXXVIII).

HARDINGE OF PENSHURST,
Viceroy and Governor-General of India.

SIMLA;

The 15th May 1915.

No. XCIV.

SANAD granted to the CHIEF of HINDOL, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1915.

Whereas the status and position with reference to the British Government of the Feudatory State of Hindol in Orissa require to be freshly defined; the Governor-General in Council is pleased to grant to you the following *sanad*, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the *sanad*, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

I.—You, Raja Naba Kishor Chandra Mardraj Jagadeb, son of Raja Janardan Mardraj Jagadeb, are hereby formally recognised as the Feudatory Chief of the Hindol State, and you are permitted, as heretofore, to administer generally the territory of the said Hindol State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by the Governor-General in Council or by the Lieutenant-Governor of Bihar and Orissa in Council on his behalf.

II.—You shall continue to pay the tribute or *peshkash* of rupees five hundred and fifty-one, annas three and pies eleven per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX — These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. LXXXVIII).

HARDINGE OF PENSHURST,

Viceroy and Governor-General of India,

SIMLA;

The 15th May 1915.

No. XCV.

SANAD granted to the CHIEF of KHANDPARA, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1915.

Whereas the status and position with reference to the British Government of the Feudatory State of Khandpara in Orissa require to be freshly defined; the Governor-General in Council is pleased to grant to you the following *sanad*, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the *sanad*, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

I.—You, Raja Ram Chandra Mardraj Bhramarbar Ray, son of Raja Natabar Mardraj Bhramarbar Ray, are hereby formally recognised as the Feudatory Chief of the Khandpara State, and you are permitted, as heretofore, to administer generally the territory of the said Khandpara State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by the Governor-General in Council or by the Lieutenant-Governor of Bihar and Orissa in Council on his behalf.

II.—You shall continue to pay the tribute or *peshkash* of rupees four thousand two hundred and eleven, annas eight and pies eight per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. LXXXVIII).

HARDINGE OF PENSHURST,
Viceroy and Governor-General of India.

SIMLA;

The 15th May 1915.

No. XCVI.

SANAD granted to the CHIEF of MAYURBHANJ, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1915.

Whereas the status and position with reference to the British Government of the Feudatory State of Mayurbhanj in Orissa require to be freshly defined; the Governor-General in Council is pleased to grant to you the following *sanad*, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the *sanad*, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

I.—You, Maharaja Purna Chandra Bhanja Deo, son of Maharaja Sriram Chandra Bhanja Deo, are hereby formally recognised as the Feudatory Chief of the Mayurbhanj State, and you are permitted, as heretofore, to administer generally the territory of the said Mayurbhanj State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by the Governor-General in Council or by the Lieutenant-Governor of Bihar and Orissa in Council on his behalf.

II.—You shall continue to pay the tribute or *peshkash* of rupees one thousand and sixty-seven, annas eleven and pies nine per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. LXXXVIII).

HARDINGE OF PENSHURST,

Viceroy and Governor-General of India.

SIMLA;

The 15th May 1915.

No. XCVII.

SANAD granted to the CHIEF of NARSINGHPUR, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1915.

Whereas the status and position with reference to the British Government of the Feudatory State of Narsinghpur in Orissa require to be freshly defined; the Governor-General in Council is pleased to grant to you the following *sanad*, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the *sanad*, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

I.—You, Raja Ram Chandra Mansingh Harichandan Mahapatra, son of Raja Sadhucharan Mansingh Harichandan Mahapatra, are hereby formally recognised as the Feudatory Chief of the Narsinghpur State, and you are permitted, as heretofore, to administer generally the territory of the said Narsinghpur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by the Governor-General in Council or by the Lieutenant-Governor of Bihar and Orissa in Council on his behalf.

II.—You shall continue to pay the tribute or *peshkash* of rupees one thousand four hundred and fifty-five, annas eight and pies three per annum, which you and your predecessors have heretofore paid.

III
IV
V
VI
VII
VIII
IX

} These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. LXXXVIII).

HARDINGE OF PENSHURST,
Viceroy and Governor-General of India.

SIMLA;

The 15th May 1915.

No. XCVIII.

SANAD granted to the CHIEF of NAYAGARH, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1915.

Whereas the status and position with reference to the British Government of the Feudatory State of Nayagarh in Orissa require to be freshly defined; the Governor-General in Council is pleased to grant to you the following *sanad*, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the *sanad*, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

I.—You, Raja Narayan Singh Mandhata, son of Raja Raghunath Singh Mandhata, are hereby formally recognised as the Feudatory Chief of the Nayagarh State, and you are permitted, as heretofore, to administer generally the territory of the said Nayagarh State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by the Governor-General in Council or by the Lieutenant-Governor of Bihar and Orissa in Council on his behalf.

II.—You shall continue to pay the tribute or *peshkash* of rupees five thousand five hundred and twenty-five, annas four and pie one per annum, which you and your predecessors have heretofore paid.

III
IV
V
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VII
VIII
IX

These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. LXXXVIII).

HARDINGE OF PENSHURST,
Viceroy and Governor-General of India.

SIMLA;

The 15th May 1915.

No. XCIX.

SANAD granted to the CHIEF of NILGIRI, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1915.

Whereas the status and position with reference to the British Government of the Feudatory State of Nilgiri in Orissa require to be freshly defined; the Governor-General in Council is pleased to grant to you the following *sanad*, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the *sanad*, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

I.—You, Raja Kishor Chandra Mardraj Harichandan, son of Raja Shyam Chandra Mardraj Harichandan, are hereby formally recognised as the Feudatory Chief of the Nilgiri State, and you are permitted, as heretofore, to administer generally the territory of the said Nilgiri State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by the Governor-General in Council or by the Lieutenant-Governor of Bihar and Orissa in Council on his behalf.

II.—You shall continue to pay the tribute or *peshkash* of rupees three thousand and nine hundred, annas seven and pies eight per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. LXXXVIII).

HARDINGE OF PENSHURST,

Viceroy and Governor-General of India.

SIMLA;

The 15th May 1915.

No. C.

SANAD granted to the CHIEF of PAL-LAHARA, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1915.

Whereas the status and position with reference to the British Government of the Feudatory State of Pal Lahara in Orissa require to be freshly defined; the Governor-General in Council is pleased to grant to you the following *sanad*, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the *sanad*, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

I.—You, Raja Muni Pal, son of Hrishikesh Pal, are hereby formally recognised as the Feudatory Chief of the Pal Lahara State, and you are permitted, as heretofore, to administer generally the territory of the said Pal Lahara State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by the Governor-General in Council or by the Lieutenant-Governor of Bihar and Orissa in Council on his behalf.

II.—You shall continue to pay the tribute or *peshkash* of rupees two hundred and sixty-six, annas ten and pies eight per annum, which you and your predecessors have heretofore paid, for credit as a portion of the tribute or *peshkash* payable by the Keonjhar State.

III, IV, V, VI, VII, VIII, IX } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. LXXXVIII).

HARDINGE OF PENSHURST,

Viceroy and Governor-General of India.

SIMLA;

The 15th May 1915.

No. CI.

SANAD granted to the CHIEF of RANPUR, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1915.

Whereas the status and position with reference to the British Government of the Feudatory State of Ranpur in Orissa require to be freshly defined; the Governor-General in Council is pleased to grant to you the following *sanad*, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the *sanad*, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

I.—You, Raja Birbar Krishna Chandra Singh Bajradhar Narendra Mahapatra, son of Raja Benudhar Bajradhar Narendra Mahapatra, are hereby formally recognised as the Feudatory Chief of the Ranpur State, and you are permitted, as heretofore, to administer generally the territory of the said Ranpur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by the Governor-General in Council or by the Lieutenant-Governor of Bihar and Orissa in Council on his behalf.

II.—You shall continue to pay the tribute or *peshkash* of rupees one thousand and four hundred, annas thirteen and pies two per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. LXXXVIII).

HARDINGE OF PENSHURST,

Viceroy and Governor-General of India.

SIMLA;

The 15th May 1915.

No. CII.

SANAD granted to the CHIEF of TALCHER, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1915.

Whereas the status and position with reference to the British Government of the Feudatory State of Talcher in Orissa require to be freshly defined; the Governor-General in Council is pleased to grant to you the following *sanad*, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the *sanad*, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

I.—You, Raja Kishor Chandra Birbar Harichandan, son of Raja Ram Chandra Birbar Harichandan, are hereby formally recognised as the Feudatory Chief of the Talcher State, and you are permitted, as heretofore, to administer generally the territory of the said Talcher State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by the Governor-General in Council or by the Lieutenant-Governor of Bihar and Orissa in Council on his behalf.

II.—You shall continue to pay the tribute or *peshkash* of rupees one thousand and thirty-nine, annas ten and pies five per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX — These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. LXXXVIII).

HARDINGE OF PENSHURST,

Viceroy and Governor-General of India.

SIMLA;

The 15th May 1915.

No. CIII.

SANAD granted to the CHIEF of TIGIRIA, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1915.

Whereas the status and position with reference to the British Government of the Feudatory State of Tigiria in Orissa require to be freshly defined; the Governor-General in Council is pleased to grant to you the following *sanad*, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the *sanad*, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

I.—You, Raja Banamali Kshatriya Birbar Chamupati Singh Mahapatra, son of Raja Harihar Kshatriya Birbar Chamupati Singh Mahapatra, are hereby formally recognised as the Feudatory Chief of the Tigiria State, and you are permitted, as heretofore, to administer generally the territory of the said Tigiria State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by the Governor-General in Council or by the Lieutenant-Governor of Bihar and Orissa in Council on his behalf.

II.—You shall continue to pay the tribute or *peshkash* of rupees eight hundred and eighty-two per annum, which you and your predecessors have heretofore paid.

III, IV, V, VI, VII, VIII, IX } These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. LXXXVIII).

HARDINGE OF PENSHURST,
Viceroy and Governor-General of India.

SIMLA;

The 15th May 1915.

No. CIV.

ADOPTION SANAD granted to Chief of Bonai *,—1914.

SANAD.

Raja INDRA DEO of Bonai.

His Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, I hereby in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, the adoption by yourself and future rulers of your State of a successor according to Hindu law and to the customs of your race will be recognised and confirmed.

Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

HARDINGE OF PENSHURST,

Viceroy and Governor-General of India.

SIMLA;

The 15th October 1914.

* NOTE.—Similar Sanads were granted on the same date to:—

(1) Raja Bahadur RAGHUNATH SHIKHAR DEO of Gangpur.

(2) Thakur SRIRAM CHANDRA SINGH DEO of Kharsawan.

(3) Raja UDIT NARAIN SINGH DEO Bahadur of Seraikela.

No. CV.

SANAD granted to the CHIEF of BONAI, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1915.

Whereas the status and position with reference to the British Government of the tributary Mahal of Bonai in Orissa require to be freshly defined; the Governor-General in Council is pleased to grant to you the following *sanad*, in supersession of that granted to you on the 23rd December 1905, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the *sanad*, and of your other engagements

with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

I.—You, Raja Indra Deo, son of Raja Chandra Deo, are hereby formally recognised as the Feudatory Chief of the Bonai State, and you are permitted as heretofore to administer generally the territory of the said Bonai State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by the Governor-General in Council or by the Lieutenant-Governor of Bihar and Orissa in Council on his behalf.

II.—You shall, during the next six years, pay a tribute or *peshkash* of rupees five hundred, and this amount may be revised thereafter, if the Governor-General in Council should so direct.

III.—You shall conform in all matters concerning the preservation of law and order and the administration of justice generally, within the limits of your State, to the instructions issued from time to time for your guidance by the Lieutenant-Governor of Bihar and Orissa in Council. You shall appoint such officers, and pay them such emoluments as, on full consideration of the circumstances and of such representations as you may wish to make, may, from time to time, appear necessary to the Lieutenant-Governor of Bihar and Orissa in Council for the proper hearing of cases and administration of justice in your State. It will also be competent to you to nominate for appointment by the Lieutenant-Governor in Council as Honorary Magistrates or Munsifs such other persons as you may wish to be so appointed from time to time.

IV.—You shall deliver up any offender from British or other territory, who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation in the matter to the authorities concerned.

V.—You shall administer justice fairly and impartially to all alike.

VI.—You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

VII.—You shall levy no transit duties on grain, merchandise, or any article of commerce passing through your State.

VIII.—You shall consult the Commissioner of the Orissa Division or any officer duly vested with authority in that behalf by the Lieutenant-Governor of Bihar and Orissa in Council, in all important matters of administration, and comply with his wishes. The settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt and opium, the concession of mining, forest and other rights, disputes arising out of any such concession, and disputes in which other States are con-

cerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Commissioner of the Orissa Division or such other officer aforesaid, may give you.

IX.—The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable, either on account of abuse or for other reasons, and it will not necessarily be granted to your successor.

X.—All questions as to boundaries between your State and British or other territory shall be dealt with by the Commissioner of the Orissa Division or such other officer as the Government of India or the Lieutenant-Governor of Bihar and Orissa in Council may appoint, generally or specially in that behalf, with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Commissioner or other officer alone, in which case the question shall be referred for his decision accordingly.

HARDINGE OF PENSHURST,
Viceroy and Governor-General of India.

SIMLA;
The 15th May 1915.

No. CVI.

SANAD granted to the CHIEF of GANGPUR, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1915.

Whereas the status and position with reference to the British Government of the tributary Mahal of Gangpur in Orissa require to be freshly defined; the Governor-General in Council is pleased to grant to you the following *sanad*, in supersession of that granted to you on the 23rd December 1905, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the *sanad* and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

I.—You, Raja Raghunath Sikhar Deo, son of Lal Pitambar Sikhar Deo, are hereby formally recognised as the Feudatory Chief of the Gangpur State, and you are permitted, as heretofore, to administer generally the territory of the said Gangpur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to

your obligations; provided that no succession shall be valid until it has been recognised by the Governor-General in Council or by the Lieutenant-Governor of Bihar and Orissa in Council on his behalf.

II.—You shall, during the next six years, pay a tribute or *peshkash* of rupees one thousand two hundred and fifty, and this amount may be revised thereafter, if the Governor-General in Council should so direct.

III, IV, V, VI, VII, VIII, IX, X } These clauses are identical with the corresponding ones in the Sanad granted to Bonai (see No. CV).

HARDINGE OF PENSHURST,
Viceroy and Governor-General of India.

SIMLA;
The 15th May 1915.

No. CVII.

SANAD granted to RAJA TRIBHUBAN DEO, son of Raja Sir Sudhal Deo, K.C.I.E., Feudatory CHIEF of the BAMRA State, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1915.

Whereas you were formerly a Tributary Chief of a Garhjat State, the Governor-General in Council is pleased to recognise you as Feudatory, and to permit you to govern your own territory in all matters whether civil, criminal or revenue, with the following proviso; that in the event of any offender appearing to you to merit capital punishment you will, before passing order for carrying out such sentence, send the case up to the Commissioner of the Orissa Division or such other officer as shall be nominated by the British Government, for confirmation.

Your nomination to be a Feudatory is also subject to the following conditions, and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed:—

I.—That you shall pay regularly the tribute of Rupees seven thousand and five hundred fixed for 30 years, *viz.*, from the year 1909 to the year 1939 A.D.,

and that the said tribute shall be liable to revision at the expiration of the said term or at any time thereafter that the Government may think fit.

II.—That you shall deliver up any offender from British or other territory who may take refuge in your State; that you shall aid British officers who may pursue criminals into your territory; and that in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation in the matter to the authorities concerned.

III.—That you shall do your utmost to suppress crimes of all kinds in your State.

IV.—That you shall administer justice fairly and impartially to all alike.

V.—That you shall recognise the rights of all your people and continue them in the same, and that on no account shall you oppress them or suffer them in any way to be oppressed.

VI.—That you shall levy no transit duties on grain, merchandise, or any article of commerce passing through your State.

VII.—That you shall accept and follow such advice and instructions as may be communicated to you by the Commissioner of the Orissa Division, or any officer duly vested with authority in that behalf by the Lieutenant-Governor of Bihar and Orissa in Council.

VIII.—That you shall appoint a Vakil approved by the Commissioner of the Orissa Division to reside permanently at the Sadar Station of the Sambalpur District, in view to orders affecting your State being communicated to you.

IX.—That you shall manage your Abkari revenue in such manner as not to interfere with the revenue of adjacent British territory; and that if your Abkari arrangements do so interfere, the Lieutenant-Governor of Bihar and Orissa in Council shall have authority to raise your tribute by Rs. 500 per annum until your Abkari arrangements are again satisfactory.

HARDINGE OF PENSHURST,

Viceroy and Governor-General of India.

SIMLA;

The 15th May 1915.

No. CVIII.

SANAD granted to RAJA BRIJ MOHAN DEO, son of RAJA UDIT PRATAP DEO, FEUDATORY CHIEF of the KALAHANDI State, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1915.

Whereas you were formerly a Tributary Chief of a Garhjat State, the Governor-General in Council is pleased to recognise you as Feudatory, and to permit you to govern your own territory in all matters whether civil, criminal or revenue, with the following proviso; that in the event of any offender appearing to you to merit capital punishment you will, before passing order for carrying out such sentence, send the case up to the Commissioner of the Orissa Division or such other officer as shall be nominated by the British Government, for confirmation.

Your nomination to be a Feudatory is also subject to the following conditions, and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed :—

I.—That you shall pay regularly the tribute of Rupees six thousand fixed for 30 years, *viz.*, from the year 1909 to the year 1939 A.D., and that the said tribute shall be liable to revision at the expiration of the said term or at any time thereafter that the Government may think fit.

II
III
IV
V
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VII
VIII

These clauses are identical with the corresponding ones in the Sanad granted to Bamra (see No. CVII).

IX.—That you shall manage your Abkari revenue in such manner as not to interfere with the revenue of adjacent British territory; and that if your Abkari arrangements do so interfere, the Lieutenant-Governor of Bihar and Orissa in Council shall have authority to raise your tribute by Rs. 1,000 per annum until your Abkari arrangements are again satisfactory.

HARDINGE OF PENSHURST,
Viceroy and Governor-General of India.

SIMLA;

The 15th May 1915.

No. CIX.

SANAD granted to MAHARAJA PRITHWIRAJ SINGH DEO, son of MAHARAJA DALGANJAN SINGH DEO, FEUDATORY CHIEF of the PATNA State, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1915.

Whereas you were formerly a Tributary Chief of a Garhjat State, the Governor-General in Council is pleased to recognise you as Feudatory, and to permit you to govern your own territory in all matters whether civil, criminal or revenue, with the following proviso; that in the event of any offender appearing to you to merit capital punishment you will, before passing order for carrying out such sentence, send the case up to the Commissioner of the Orissa Division or such other officer as shall be nominated by the British Government, for confirmation.

Your nomination to be a Feudatory is also subject to the following conditions, and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed :—

I.—That you shall pay regularly the tribute of Rupees thirteen thousand fixed for 30 years, *viz.*, from the year 1909 to the year 1939 A.D., and that the said tribute shall be liable to revision at the expiration of the said term or at any time thereafter that the Government may think fit.

II, III, IV, V, VI, VII, VIII } These clauses are identical with the corresponding ones in the Sanad granted to Bamra (see No. CVII).

IX.—That you shall manage your Abkari revenue in such manner as not to interfere with the revenue of adjacent British territory; and that if your Abkari arrangements do so interfere, the Lieutenant-Governor of Bihar and Orissa in Council shall have authority to raise your tribute by Rs. 1,000 per annum until your Abkari arrangements are again satisfactory.

HARDINGE OF PENSHURST,
Viceroy and Governor-General of India.

SIMLA;
The 15th May 1915.

No. CX.

SANAD granted to RAJA BIR CHANDRA JADUMANI DEO, son of RAJA GOURA CHANDRA DEO, FEUDATORY CHIEF of the RAIRAKHOL State, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1915.

Whereas you were formerly a Tributary Chief of a Garhjat State, the Governor-General in Council is pleased to recognise you as Feudatory, and to permit you to govern your own territory in all matters whether civil, criminal or revenue with the following proviso; that in the event of any offender appearing to you to merit capital punishment you will, before passing order for carrying out such sentence, send the case up to the Commissioner of the Orissa Division or such other officer as shall be nominated by the British Government, for confirmation.

Your nomination to be a Feudatory is also subject to the following conditions and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed :—

I.—That you shall pay regularly the tribute of Rupees two thousand fixed for 30 years, *viz.*, from the year 1909 to the year 1939 A.D., and that the said tribute shall be liable to revision at the expiration of the said term or at any time thereafter that the Government may think fit.

II
III
IV
V
VI
VII
VIII

These clauses are identical with the corresponding ones in the Sanad granted to Bamra (see No. CVII).

IX.—That you shall manage your Abkari revenue in such manner as not to interfere with the revenue of adjacent British territory; and that if your Abkari arrangements do so interfere, the Lieutenant-Governor of Bihar and Orissa in Council shall have authority to raise your tribute by Rs. 1,000 per annum until your Abkari arrangements are again satisfactory.

HARDINGE OF PENSHURST,

Viceroy and Governor-General of India.

SIMLA;

The 15th May 1915.

No. CXI.

SANAD granted to MAHARAJA BIR MITRODAYA SINGH DEO, son of RAJA BAHADUR PRATAP RUDRA SINGH DEO, FEUDATORY CHIEF of the SONPUR State, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1915.

Whereas you were formerly a Tributary Chief of a Garhjat State, the Governor-General in Council is pleased to recognise you as Feudatory, and to permit you to govern your own territory in all matters whether civil, criminal or revenue with the following proviso; that in the event of any offender appearing to you to merit capital punishment you will, before passing order for carrying out such sentence, send the case up to the Commissioner of the Orissa Division or such other officer as shall be nominated by the British Government, for confirmation.

Your nomination to be a Feudatory is also subject to the following conditions and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed :—

I.—That you shall pay regularly the tribute of Rupees twelve thousand fixed for 30 years, *viz.*, from the year 1909 to the year 1939 A.D., and that the said tribute shall be liable to revision at the expiration of the said term or at any time thereafter that the Government may think fit.

II, III, IV, V, VI, VII, VIII } These clauses are identical with the corresponding ones in the Sanad granted to Bamra (see No. CVII).

IX.—That you shall manage your Abkari revenue in such manner as not to interfere with the revenue of adjacent British territory; and that if your Abkari arrangements do so interfere, the Lieutenant-Governor of Bihar and Orissa in Council shall have authority to raise your tribute by Rs. 1,000 per annum until your Abkari arrangements are again satisfactory.

HARDINGE OF PENSHURST,
Viceroy and Governor-General of India.

SIMLA;

The 15th May 1915.

No. CXII.

SANAD granted to the CHIEF of the POLITICAL STATE OF SERAIKELA defining his status, powers, and position with reference to the BRITISH GOVERNMENT, —1915.

Whereas the status and position with reference to the British Government of the Political State of Seraikela in Chota Nagpur require to be freshly defined; the Governor-General in Council is pleased to grant you the following *sanad*, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the *sanad*, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

I.—You Raja Bahadur Udit Narayan Singh Deo, son of Raja Bahadur Chakradhar Singh Deo, are hereby formally recognised as the Feudatory Chief of the Seraikela State, and you are permitted, as heretofore, to administer generally the territory of the said Seraikela State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by the Governor-General in Council or by the Lieutenant-Governor of Bihar and Orissa in Council on his behalf.

II.—You shall conform in all matters concerning the preservation of law and order and the administration of justice generally, within the limits of your State, to the instructions issued from time to time for your guidance by the Lieutenant-Governor of Bihar and Orissa in Council. You shall appoint such officers, and pay them such emoluments as, on full consideration of the circumstances and of such representation as you may wish to make, may, from time to time, appear necessary to the Lieutenant-Governor of Bihar and Orissa in Council, for the proper hearing of cases and administration of justice in your State. It will also be competent to you to nominate for appointment by the Lieutenant-Governor in Council as Honorary Magistrates or Munsifs such other persons as you may wish to be so appointed from time to time.

III.—You shall deliver up any offender from British or other territory, who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and, in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation in the matter to the authorities concerned.

IV.—You shall administer justice fairly and impartially to all alike.

V.—You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

VI.—You shall levy no transit duties on grain, merchandise or any article of commerce passing through your State.

VII.—You shall consult the Commissioner of the Chota Nagpur Division in all important matters of administration, and comply with his wishes. The settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt and opium, the concession of mining, forest and other rights, disputes arising out of any such concession, and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Commissioner may give you.

VIII.—The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable, either on account of abuse or for other reasons, and it will not necessarily be granted to your successor.

IX.—All questions as to boundaries between your State and British or other territory shall be dealt with by the Commissioner of the Chota Nagpur Division or such other officer as the Government of India or the Lieutenant-Governor of Bihar and Orissa in Council may appoint, generally or specially in that behalf, with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Commissioner or other officer alone, in which case the question shall be referred for his decision accordingly.

HARDINGE OF PENSHURST,

Viceroy and Governor-General of India.

SIMLA;

The 15th May 1915.

No. CXIII.

SANAD granted to the CHIEF of the POLITICAL STATE OF KHARSAWAN, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1915.

Whereas the status and position with reference to the British Government of the Political State of Kharsawan in Chota Nagpur require to be freshly defined; the Governor-General in Council is pleased to grant you the following *sanad*, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the *sanad*, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

I.—You Thakur Sriram Chandra Singh Deo, son of Thakur Mahendra Narayan Singh Deo, are hereby formally recognised as the Feudatory Chief of the Khar-

sawan State, and you are permitted, as heretofore, to administer generally the territory of the said Kharsawan State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by the Governor-General in Council or by the Lieutenant-Governor of Bihar and Orissa in Council on his behalf.

II.—You shall conform in all matters concerning the preservation of law and order and the administration of justice generally, within the limits of your State, to the instructions issued from time to time for your guidance by the Lieutenant-Governor of Bihar and Orissa in Council. You shall appoint such officers, and pay them such emoluments as, on full consideration of the circumstances and of such representation as you may wish to make, may, from time to time, appear necessary to the Lieutenant-Governor of Bihar and Orissa in Council, for the proper hearing of cases and administration of justice in your State. It will also be competent to you to nominate for appointment by the Lieutenant-Governor in Council as Honorary Magistrates or Munsifs such other persons as you may wish to be so appointed from time to time.

III, IV, V, VI, VII, VIII, IX } These clauses are identical with the corresponding ones in the Sanad granted to Seraikela (see No. CXII).

HARDINGE OF PENSHURST,
Viceroy and Governor-General of India.

SIMLA;
The 15th May 1915.

No. CXIV.

CONVENTION regarding the lease of the FRENCH *LOGE* at BALASORE,—1917.

Text of a Convention concluded for three years beginning on the 1st of April 1917 between Havilland Le Mesurier, Commissioner of Orissa, representing the Government of India, the said Mr. Havilland Le Mesurier having special authority for the purpose from His Excellency the Viceroy and Governor-General of India, on the one part, and Monsieur Charles Vincent, Administrator of Chander-
; His Excellency Monsieur Alfred Martineau, Governor of the

French Establishments in India and acting in the name of the French Government, on the other part. The following agreement has been concluded :—

ARTICLE 1.

The Government of Bihar and Orissa on behalf of the Government of India take a farming lease of the French *loge* of Balasore and the land at Bainchа situated on the opposite bank of the river Bara Balong for a period of three years commencing from the 1st April 1917 and ending on the 31st March 1920 subject to the payment of a sum of Rs. 4,000 per annum.

ARTICLE 2.

The Government of Bihar and Orissa may, if they so desire, sublet its lease to a farmer (or lessee), but in this case the latter must be a person approved by the Administrator of Chandernagore.

ARTICLE 3.

In case the Government of Bihar and Orissa sublet the lease, they will still remain responsible for the due payment of the stipulated rent which will in every case be paid by them to the French Government and lodged in the hands of the Administrator of Chandernagore by remittance transfer receipts on the Hoogly Treasury.

ARTICLE 4.

The lease includes the right to levy upon the lands appertaining to the French *loge* (1) all direct taxes levied in the surrounding British territory, (2) all the indirect dues levied in the same territory.

ARTICLE 5.

The stipulated rent shall be paid half-yearly on the 1st October and 1st April of each year.

ARTICLE 6.*

The Government of Bihar and Orissa will pay to the present farmer, whose lease would otherwise not expire until the 28th of February 1919, a sum of Rs. 900, being compensation for the cancelling of his contract and for the value of works executed and buildings erected by him upon the land belonging to the French *loge*, that is to say, in the *loge* of Balasore—

	Rs.
A mud hut with thatched roof serving as a distillery	150
For the clearing of a tank	50
On the land of Bainchа—	
A mud hut with a thatched roof serving as a distillery	50
TOTAL .	250

* NOTE.—Article 6 has been omitted from the subsequent renewals of this Convention.

ARTICLE 7.

In order to assure the full exercise of the rights of jurisdiction of the French Government over the *loge* and the lands appertaining to it, two officers of the British Police, previously approved by the French authorities, will proceed in the following manner :—

They will set forth in their reports (*procés verbaux*) all events of the nature of criminal offences which may come to their knowledge. In the case of offences known to the French law as *contraventions* or *délits* the Procurator of the French Republic at Chandernagore, to whom shall be addressed the reports in question, will decide in what cases and on what charges the accused persons shall be prosecuted and will bring them before the appropriate French tribunals. In the case of offences known to the French law as *crimes*, the above mentioned British Police officers shall arrest the criminals and deliver them to the Procurator of the French Republic at Chandernagore, together with all the relevant documents, the depositions and the evidence collected. The prosecution will thereafter be carried out conformably to the French law. If persons accused of a crime committed in British territory should take refuge in French territory, the British Police may arrest them and detain them, provided that an immediate application is made for their extradition to the Administrator of Chandernagore, to which shall be attached all the documents necessary for a thorough comprehension of the facts of the case. To enable the British Police to collaborate effectually with the French authorities the Collector and Magistrate of Balasore shall be given a list of the various offences known as "*contraventions*", of which he is empowered to take notice, and of the offences known as "*délits*" or "*crimes*" which are dealt with by the French laws. In the case of civil proceedings, the British authorities may be directed to undertake such local enquiries as may be necessary for the information of the French tribunals concerned.

ARTICLE 8.

The rights of sovereignty and of property in the lands appertaining to the domain of the State in the *loge* of Balasore and of the lands appertaining to it are expressly reserved.

ARTICLE 9.

The present convention shall without requiring any other ratification be considered to be definitely concluded for a period of three years to be calculated from 1st April 1917, as soon as it shall have been signed by the said Havilland Le Mesurier, Commissioner of Orissa, and Monsieur Charles Vincent, Administrator of Chandernagore, specially delegated for this purpose by their respective Governments.

C. VINCENT,
Administrateur de Chandernagore.

H. LE MESURIER,
Commissioner, Orissa Division.

No. CXV.

SANAD granted to Raja Bahadur UDIT NARAYAN SINGH DEO, CHIEF of SERAIKELA —1917.

I hereby confer upon you the title of Raja as an hereditary distinction.

CHELMSFORD,
Viceroy and Governor-General of India.

SIMLA;
The 4th June 1917.

A similar Sanad was granted to THAKUR SRIRAM CHANDRA SINGH DEO, CHIEF of KHARSAWAN.

No. CXVI.

SANAD granted to the CHIEF of BONAI defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1919.

Whereas the status and position with reference to the British Government of the tributary Mahal of Bonai in Orissa require to be freshly defined; the Governor-General in Council is pleased to grant to you the following *sanad* in supersession of that granted to you on the 15th May 1915, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the *sanad*, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

I.—You, Raja Indra Deo, son of Raja Chandra Deo, are hereby formally recognised as Feudatory Chief of the Bonai State, and you are permitted, as heretofore, to administer generally the territory of the said Bonai State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by the Governor-General in Council or by the Lieutenant-Governor of Bihar and Orissa in Council on his behalf.

II.—You shall pay yearly a tribute or *peshkash* of Rupees five hundred fixed or 23 years, *viz.*, from the year 1899 to the year 1921 A.D., and the said tribute

or *peshkash* shall be liable to revision at the expiration of the said term or at any time thereafter that the Government may think fit.

III.—You shall conform in all matters concerning the preservation of law and order and the administration of justice generally, within the limits of your State, to the instructions issued from time to time for your guidance by the Lieutenant-Governor of Bihar and Orissa in Council.

IV.—You shall deliver up any offender from British or other territory, who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation in the matter to the authorities concerned.

V.—You shall administer justice fairly and impartially to all alike.

VI.—You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

VII.—You shall levy no transit duties on grain, merchandise, or any article of commerce passing through your State.

VIII.—You shall consult the Commissioner of the Orissa Division or any officer duly vested with authority in that behalf by the Lieutenant-Governor of Bihar and Orissa in Council in all important matters of administration, and comply with his wishes. The settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt and opium, and for catching elephants, the concession of mining, forest and other rights, disputes arising out of any such concession, and disputes in which other States are concerned shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Commissioner of the Orissa Division or such other officer aforesaid may give you.

IX.—All questions as to boundaries between your State and British or other territory shall be dealt with by the Commissioner of the Orissa Division or such other officer as the Government of India or the Lieutenant-Governor of Bihar and Orissa in Council may appoint, generally or specially in that behalf, with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Commissioner or other officer alone, in which case the question shall be referred for his decision accordingly.

CHELMSFORD,
Viceroy and Governor-General of India.

SIMLA;

The 3rd November 1919.

No. CXVII.

SANAD granted to the CHIEF of GANGPUR, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1919.

Whereas the status and position with reference to the British Government of the tributary Mahal of Gangpur in Orissa require to be freshly defined; the Governor-General in Council is pleased to grant to you the following *sanad*, in supersession of that granted to your grandfather on the 15th May 1915, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the *sanad*, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

I.—You, Raja Bhawani Shankar Deo, grandson of Maharaja Raghunath Sikhar Deo, are hereby formally recognised as the Feudatory Chief of the Gangpur State, and you are permitted, as heretofore, to administer generally the territory of the said Gangpur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by the Governor-General in Council or by the Lieutenant-Governor of Bihar and Orissa in Council on his behalf.

II.—You shall pay yearly a tribute or *peshkash* of Rupees one thousand two hundred and fifty fixed for 22 years, *viz.*, from the year 1899 to the year 1921 A.D., and the said tribute or *peshkash* shall be liable to revision at the expiration of the said term or at any time thereafter that the Government may think fit.

III, IV, V, VI, VII, VIII, IX } These clauses are identical with the corresponding ones in the *Sanad* granted to Bonai (see No. CXVI).

CHELMSFORD,

Viceroy and Governor-General of India.

SIMLA;

The 3rd November 1919.

No. CXVIII.

SANAD granted to the CHIEF of SERAIKELA, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1919.

Whereas the status and position with reference to the British Government of the Feudatory State of Seraikela in Chota Nagpur require to be freshly defined; the Governor-General in Council is pleased to grant to you the following *sanad*, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the *sanad*, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

I.—You Raja Bahadur Udit Narayan Singh Deo, son of Raja Bahadur Chakradhar Singh Deo, are hereby formally recognised as the Feudatory Chief of the Seraikela State, and you are permitted, as heretofore, to administer generally the territory of the said Seraikela State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by the Governor-General in Council or by the Lieutenant-Governor of Bihar and Orissa in Council on his behalf.

II.—You shall conform in all matters concerning the preservation of law and order and the administration of justice generally, within the limits of your State, to the instructions issued from time to time for your guidance by the Lieutenant-Governor of Bihar and Orissa in Council.

III.—You shall deliver up any offender from British or other territory, who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and, in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation in the matter to the authorities concerned.

IV.—You shall administer justice fairly and impartially to all alike.

V.—You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

VI.—You shall levy no transit duties on grain, merchandise, or any article of commerce passing through your State.

VII.—You shall consult the Commissioner of the Chota Nagpur Division or any officer duly vested with authority in that behalf by the Lieutenant-Governor of Bihar and Orissa in Council in all important matters of administration, and comply with his wishes. The settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt and opium, and for catching elephants, the concession of mining,

forest and other rights, disputes arising out of any such concession, and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Commissioner or such other officer aforesaid may give you.

VIII.—All questions as to boundaries between your State and British or other territory, shall be dealt with by the Commissioner of the Chota Nagpur Division or such other officer as the Government of India or the Lieutenant-Governor of Bihar and Orissa in Council may appoint, generally or specially in that behalf, with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Commissioner or other officer alone, in which case the question shall be referred for his decision accordingly.

CHELMSFORD,

Viceroy and Governor-General in India.

SIMLA;

The 3rd November 1919.

No. CXIX.

SANAD granted to the CHIEF of KHARSAWAN, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1919.

Whereas the status and position with reference to the British Government of the Feudatory State of Kharsawan in Chota Nagpur require to be freshly defined; the Governor-General in Council is pleased to grant to you the following *sanad* with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the *sanad*, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

I.—You, Raja Sriram Chandra Singh Deo, son of Thakur Mahendra Narayan Singh Deo, are hereby formally recognised as the Feudatory Chief of the Kharsawan State, and you are permitted, as heretofore, to administer generally the territory of the said Kharsawan State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by the Governor-General in Council or by the Lieutenant-Governor of Bihar and Orissa in Council on his behalf.

II.—You shall conform in all matters concerning the preservation of law and order and the administration of justice generally, within the limits of your State,

to the instructions issued from time to time for your guidance by the Lieutenant-Governor of Bihar and Orissa in Council.

III, IV, V, VI, VII, VIII — These clauses are identical with the corresponding ones in the *Sanad* granted to Seraikela (see No. CXVIII).

CHELMSFORD,
Viceroy and Governor-General of India.

SIMLA;
The 3rd November 1919.

No. CXX.

AGREEMENT by the KHARSAWAN STATE, ceding JURISDICTION over the lands occupied by the AMDA-JAMDA BRANCH of the BENGAL-NAGPUR RAILWAY,—1920.

I, Raja Sreeram Chandra Singh Deo, Feudatory Chief of Kharsawan State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Amda-Jamda Branch of the Bengal-Nagpur Railway (including all lands occupied for stations, for out-buildings and for other railway purposes) and over all persons and things whatsoever within the said lands.

SREERAM CHANDRA SINGH,
Feudatory Chief of the Kharsawan State.

The 28th June 1920.

No. CXXI.

SANAD granted to MAHARAJA SIR BIR MITRODAYA SINGH DEO, K.C.I.E., RAJA of SONPUR,—1921.

I hereby confer upon you the title of Maharaja as an hereditary distinction.

CHELMSFORD,
Viceroy and Governor-General of India.

SIMLA;
The 1st January 1921.

No. CXXII.

AGREEMENT by the KEONJHAR STATE ceding JURISDICTION over the lands at Jamda Station yard on the AMDA-JAMDA BRANCH of the BENGAL-NAGPUR RAILWAY, —1923.

I, J. H. Price, Superintendent of the Keonjhar State, on behalf of Raja Gopinath Narayon Bhunj Deo, *ex*-Chief of Keonjhar, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands measuring

(*a*) 0·50 of an acre covered by plot 28 and

(*b*) 0·75 of an acre covered by plot 163,

both of which are bounded on all sides by State Forests and waste land in village Nalda, Dandpat Chamakpur, in the said State which are, or may hereafter be, occupied by the Bengal-Nagpur Railway for the construction of the Weigh Bridge Siding at the Jamda Station yard in mile 61, Amda-Jamda Branch of the said Railway, and over all persons and things whatsoever within the said lands.

J. H. PRICE,
Superintendent, Keonjhar State.

The 15th December 1923.

No. CXXIII.

AGREEMENT entered into by the CHIEF of ATHGARH * regarding the cession of land in the ATHGARH STATE, with the JURISDICTION thereon, required by the Bengal-Nagpur Railway for the TALCHER COALFIELDS RAILWAY,—1925.

I, Birendra Kishor Das for the time being Superintendent of the Feudatory State of Athgarh on behalf of the Minor Chief of the said State Raja Srikaran Padhanath Bebarta Pathnaik, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Talcher Coalfields Railway (including all lands occupied for stations, for out-buildings and for other railway purposes) and over all persons and things whatever within the said lands.

BIRENDRA KISHOR DAS,
Superintendent, Athgarh State

The 27th November 1925.

*NOTE.—Similar Deeds were executed by the Chiefs of Dhenkenal, Hindol and Talcher in the same year.

No. CXXIV.

SANAD granted to the CHIEF of KEONJHAR, defining his status, powers and position with reference to the BRITISH GOVERNMENT,—1927.

Whereas the status and position with reference to the British Government of the Feudatory State of Keonjhar in Orissa require to be freshly defined, the Governor-General in Council is pleased to grant to you the following *sanad*, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the *sanad*, and of your other engagements with the British Government, to maintain you in the position and privileges which your predecessors have hitherto enjoyed or which are now conferred upon you :—

SANAD.

I.—You, Raja Balbhadra Narayan Bhanja Deo, son of Raja Gopinath Narayan Bhunj Deo, are hereby formally recognised as the Feudatory Chief of the Keonjhar State, and you are permitted to administer generally the territory of the said Keonjhar State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by the Governor-General in Council or by the Governor of Bihar and Orissa in Council on his behalf.

II.—You shall continue to pay the tribute or *peshkash* of Rupees one thousand seven hundred and ten, anna one and pies three per annum, which your predecessors have heretofore paid, exclusive of the tribute or *peshkash* of Rupees two hundred and sixty-six, annas ten and pies eight payable to your credit by the Chief of Pal Lahera.

III.—You shall conform, in all matters concerning the preservation of law and order, and the administration of justice generally, within the limits of your State, to the instructions issued from time to time for your guidance by the Governor of Bihar and Orissa in Council.

IV.—You shall deliver up any offender from British or other territory, who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation in the matter to the authorities concerned.

V.—You shall administer justice fairly and impartially to all alike.

VI.—You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

VII.—You shall levy no transit duties on grain, merchandise or any article of commerce passing through your State.

VIII.—You shall consult the Political Agent and Commissioner for the Orissa Feudatory States, or any officer duly vested with authority in that behalf by the Governor of Bihar and Orissa in Council, in all important matters of administration, and comply with his wishes. The settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt and opium, and for catching elephants, the concession of mining, forest and other rights, disputes arising out of any such concession, and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Political Agent and Commissioner for the Orissa Feudatory States or such other Officer aforesaid, may give you.

IX.—All questions as to boundaries between your State and British or other territory shall be dealt with by the Political Agent and Commissioner for the Orissa Feudatory States, or such other officer as the Government of India or the Governor of Bihar and Orissa in Council may appoint, generally or specially in that behalf, with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Commissioner or other officer alone, in which case the question shall be referred for his decision accordingly.

IRWIN,

Viceroy and Governor-General of India.

DELHI;

The 29th March 1927.

PART IV.

Treaties, Engagements and Sanads

relating to the

Territories comprised within the

Central Provinces

and to the

States, etc., in Political Relations with

the

Government of India

through the

Government of the Central Provinces.

I.—NAGPUR.

THE early history of the Bhonsla family of Nagpur is somewhat obscure, but its importance in Indian history may be said to date from Raghuji who, as a leader of predatory expeditions, had, at the time of his death in 1755, established Mahratta supermacy over the country between the Narbada and the Godavari, from the Ajanta hills eastward to the sea, and had made himself ruler of the State of Berar. Raghuji left four sons, Janoji, Sabaji, Mudhoji and Bimbaji, and was succeeded by Janoji, the eldest, who died in 1772, after having, with the concurrence of the Peshwa, adopted his nephew Raghuji, son of Mudhoji, as his heir. On Janoji's death, however, the government was seized by Sabaji, who held it through much opposition till 1775, when he was slain in battle by his brother and was succeeded by Raghuji, then a minor, under the regency of his father Mudhoji.

Advances had been made to Janoji by the Bengal Government with a view to obtaining possession of Cuttack, but without success. An unsuccessful attempt was also made by Warren Hastings to rent a tract of country on the Cuttack coast from Mudhoji. In 1779 Mudhoji sent a force to invade Bengal, in pursuance of a confederacy between the Mahrattas, the Nizam and Haidar Ali, for the overthrow of the British

power. Mudhoji was at heart friendly to the British Government and, being disgusted at the refusal of the Peshwa to admit his claims to Garha Mandla, he undertook this expedition with much reluctance. The British Government, who had despatched a force to the Carnatic by the coast route, under Colonel Pearse, to co-operate with the Madras army against Haidar Ali, found therefore little difficulty in concluding a Treaty (No. I) on the 6th April 1781, by which the army of Mudhoji was bought off from its invasion of Orissa, and a promise was obtained from him of assistance against Haidar Ali.

On the death of Mudhoji in 1788 the control of the State was assumed by Raghuji, who was then twenty-eight years of age. When the triple alliance for the overthrow of Tipu Sultan was formed between the British Government, the Nizam and the Peshwa, negotiations were opened with a view to including Raghuji in the confederacy, but Seringapatam fell before they were brought to a close. Raghuji was too jealous of the increased ascendancy acquired by the British Government on the fall of Tipu to be induced to enter into an alliance to check the growing power of Scindia. He even exerted his influence, although without success, to put a stop to the contest between Scindia and Holkar with a view to a union against the English; and after the Treaty of Bassein he joined Scindia in the war which followed to defeat the objects of that treaty. The power of Scindia and Raghuji in the Deccan was broken in the battles of Assaye and Argaum. The ruin of Raghuji was completed by the fall of Gawilgarh, and on the 17th December 1803 he signed the Treaty of Deogaon (No. II), which deprived him of the province of Cuttack and of the country to the west of the Wardha and south of the Narnala and Gawilgarh hills. This treaty was confirmed by the Treaty of 1804 with the Peshwa: its effect was to reduce the revenues of the Berar State—thereafter designated the State of Nagpur—from about one crore to sixty lakhs of rupees.

In 1806 the territory of Sambalpur and Patna was restored (No. III) to Raghuji as an act of grace, in consideration of the great loss to which he had been subjected by the transfer to the British Government of the tribute and allegiance of his feudatory Chiefs in Orissa; but he steadily rejected repeated advances towards closer relations and resisted all efforts made to induce him to subsidise a British force.

Raghuji died in 1816, and was succeeded by his only son, Parsoji, who was incapacitated for government, and a regency was formed under his cousin Mudhoji Bhonsla, better known as Appa Sahib. Appa Sahib, however, was by no means secure in power and, to strengthen himself he negotiated a Treaty (No. IV) with the British Government in May 1816. In this he agreed to subsidise a British force, costing Rs. 7,50,000 a year, and to maintain a force of not less than 3,000 cavalry and 2,000 infantry, with the necessary equipment of guns and warlike stores.

In 1817 Parsoji died suddenly, having, as was afterwards discovered been murdered by Appa Sahib, who succeeded him. Soon after his accession, Appa Sahib made common cause with the Peshwa, who was then inciting all the Mahrattas to unite against the English. He attacked the Residency in great force, but was repulsed, and was compelled on the 6th January 1818 to sign a provisional Agreement (No. V), ceding lands in lieu of the subsidy and contingent, and engaging that the government of the country should be conducted according to the advice of the Resident. Appa Sahib, however, persevered in his intrigues against the British Government, and was deposed and arrested; but effected his escape and found refuge among the Gonds. After an unsuccessful attempt to regain his hold of Nagpur he fled to Northern India in 1819: and died at Jodhpur in Rajputana in 1840.

On the deposition of Appa Sahib, a son of Raghuji's daughter was placed in power on the 26th June 1818, and assumed the name of Raghuji in honour of his grandfather. During his minority the State was under the management of the Resident, acting in the name of the Maharaja. In 1826, when Raghuji attained his majority and was entrusted with the administration, a Treaty (No. VI) was made with him, by which he ceded territories to cover the cost of the subsidiary force, and assigned lands as a guarantee for the payment of the troops which he undertook to maintain and which were thenceforth to be under the control of the British Government. He also bound himself to maintain good government under the supervision of the Resident. The provisions of this treaty, however, were acknowledged to press heavily on the State's resources and to be inconsistent with the declared wish and intention of the British Government to restore the Bhonsla family to the rank and position of one of the substantive powers of India. In 1829, therefore, the Treaty was modified by a Revised Engagement (No. VII); the assigned districts were restored to Nagpur and a subsidy of eight lakhs a year was taken instead; the auxiliary force was disbanded; and the Maharaja was required to keep up a force of his own sufficient to preserve the internal tranquillity of the country, being at the same time released to some extent from his complete subjection to the Resident in the administration of affairs. In 1830, at the request of the Maharaja, article 6 of the Treaty of 1826, relating to an exchange of lands, was cancelled.

Raghuji retained the administration till his death on the 11th December 1853. He died without a son, natural or adopted, and without leaving any heir: and the Nagpur State was then annexed to British India. It had been forfeited in 1818 through the treachery and hostility of Appa Sahib, and had been declared to belong by right of conquest to the British Government, who had conferred it as a free gift on Raghuji under the Treaty of 1826.

In 1855 Raghuji's surviving widows adopted as their son and heir Janoji Bhonsla, a collateral relation of Raghuji in the female line. In consideration of the loyalty of the family during the mutiny of 1857, the title of Raja Bahadur of Deor and the lands of Deor, in the district of Satara, were conferred in perpetuity on Janoji and his heirs, whether by blood or by adoption.

Janoji died on the 5th December 1881, leaving three widows, two minor sons (Raghoji Rao and Lachhman Rao) and three daughters, to whom stipends, aggregating Rs. 90,000 per annum, were granted. The stipend enjoyed by Janoji at the time of his death was Rs. 1,20,000 per annum. On his death the Estate of the family was taken under the Court of Wards, until the heir Raghoji Rao attained his majority on the 8th November 1893. On Raghoji Rao's application, the Court of Wards in 1895 again assumed management of the Estate pending the settlement of questions relating to the partition of the Estate between him and his brother Lachhman Rao. In 1899 the partition was effected, and in the same year Lachhman Rao attained his majority. Both shares of the Estate were accordingly released from the management of the Court of Wards; but in 1925, as the estate of Raja Bahadur Raghoji Rao was considerably encumbered, he and his two sons, Fateh Singh Rao and Jai Singh Rao, applied for, and Government sanctioned, the assumption by the Court of Wards of the superintendence of the property situated in the Central Provinces and the Bombay Presidency. The title of Raja was conferred as a personal distinction on Lachhman Rao Bhonsla on the 1st January 1925.

In November 1861 Nagpur and its dependencies and the Saugor and Narbada territories were formed into a separate administration under a Chief Commissioner, and to these were added in April 1862 Sambalpur, Patna, and their dependencies, which had till then been under the control of the Government of Bengal. The British portion of Nimar was added in May 1864, by transfer from the Central India Agency to the Central Provinces. The tracts forming this district had come under British administration at different times. Those lying on the banks of the Narbada became British territory in 1818, and in 1823 the greater part of Scindia's possessions in Nimar came under British management. In 1860 certain territorial exchanges were effected with Scindia, by which the sovereignty of the British Government in Scindia's Nimar was confirmed, and Burhanpur and Zainabad were also ceded by him (*see* Gwalior, Vol. V). Some parts of Nimar also belonged to Holkar, while outlying portions of the British districts were surrounded by his territory. As this gave rise to inconvenience, it was resolved to exchange the detached districts, held by the British Government in the western portion of Nimar, for Holkar's possessions in the Deccan. The exchange was finally completed in 1867. The parganas of Barwai, Dhargaon, and

Mandlesar, north of the Narbada, and of Kasrawad, including the lapsed jagir of Chhota Kasrawad, south of that river, of an aggregate annual value of Rs. 45,500, were accordingly made over to Holkar. The transfer of Barwai was accompanied by the condition that Holkar should abolish his transit duties on the line between Indore and the Great Indian Peninsula Railway in Nimar (*see* Indore, Vol. IV). In 1865 Sanads were issued to certain land-holders of the Nimar district, conferring on them grants of lands or money in compensation for the loss of the emoluments attached to certain hereditary offices, the duties of which they formerly discharged. Forms of these sanads are given as Nos. VIII and IX.

The Central Provinces became a Governor's Province in December 1920.

II.—CHIEFSHIPS AND ZAMINDARIS OF THE CENTRAL PROVINCES.

In 1863 a report was submitted to the Government of India by the Chief Commissioner, Sir Richard Temple, on the tenures and status of the Chiefships and Zamindaris* in the Central Provinces. It dealt with 115 estates of very varying extent and revenue. The Waingânga zamindaris had been granted or confirmed by the Mahrattas to Gond or Rajput or other families, as rewards for service, or to ensure their assistance in maintaining order in what was then a very unsettled country. The zamindars were bound to furnish a certain number of armed men to assist the government in police duties, and paid a rent always liable to enhancement. No written engagements under the Treaty of 1829 (No. VII) were formed with them by the British Government.

The Chhattisgarh zamindaris were held in ancient times by the Chhattisgarh Rajas of the Haihaibansi dynasty of Ratanpur on a tenure of military service, which the Mahrattas changed to a tribute varying in amount with the power of the government to exact it.

The Chanda tenures were of a similar description to those of the Wainganga group and subject as a rule to the payment of tribute.

The Chhindwara jagirdars had always been in a kind of feudal subjection, first to the Gond Rajas, and subsequently to the Mahrattas; but

* Wainganga Zamindars	34
Chhattisgarh Zamindars	34
Chanda Zamindars	21
Chhindwara Jagirdars	12
Saugor and Narbada Chiefs	3
Sambalpur and Patna Chiefs	11
TOTAL	115

the natural strength of their country preserved them from entire subjection to the latter, whose policy, therefore, it was to support one of the most powerful of them in order that he might keep the others in check.

In 1819 the status of these dependent Chieftains was enquired into by the Nagpur Government through the British officers who were then managing the country in the name of the Maharaja. In February 1820 Sanads (No. XIV) were conferred on the Zamindars of Chhindwara (or Deogarh), and later in the same year engagements (No. XVII) were concluded with the Chanda Zamindars. An Engagement (No. X) had been concluded in March 1819 with the Chhattisgarh Zamindar of Bastar; but in 1821 it was decided to restrict the powers of the Chhattisgarh Zamindars by new Engagements (No. XVIII) binding them not to inflict capital punishment, and generally to be loyal and obedient. They renounced in these engagements the right which some of them had usurped of levying transit duties, and some of them were also required to furnish a specified number of men when called upon by the Nagpur Government to do so; but, as it was an object to treat them liberally, their tributes were not as a rule enhanced. The engagements concluded with the Chhattisgarh, Chanda and Chhindwara Zamindars were guaranteed by Article 2 of the Revised Engagement of 1829 (No. VII).

In 1855, after the lapse of the Nagpur State to the British Government, enquiries into these tenures were made, and in some cases the old sanads were informally renewed; but the only material change effected in the position of the zamindars was the gradual restriction of their judicial powers.

The Saugor and Narbada Chiefs, though their treatment by the Mahrattas had been in some respects different from that of the Nagpur zamindars, held eventually much the same position as the latter.

The Sambalpur and Patna, or Garhjat, Chiefs were at first independent, but were subsequently held in subordination to the Maharaja of Patna, the most powerful of their number. In later times he was compelled to share this supremacy with the Maharaja of Sambalpur. The Chieftainships which formerly owed allegiance to Sambalpur and Patna were, including those two, eighteen in number, and the country was known as the Athara (18) Garh, just as that to the west was and still is called the Chhattis (36) Garh: hence it has been conjectured that the Haihaibansi dynasty, whose capital was Chhattisgarh, ruled also over the Sambalpur and Patna Garhjats.

In 1755 these territories fell under the dominion of the Mahrattas, but were ceded to the British Government by the Treaty of 1803 with Raghuji Bhonsla (No. II). With the exception of Raigarh, the Chief of which State was, as a reward for his fidelity and services, declared to be under the special protection of the British Government, all these States

were restored to the Mahrattas in 1806. But in 1818, on the deposition of Appa Sahib, they reverted to the British Government, and were finally ceded by the Treaty of 1826 (No. VI). Advantage was taken of the circumstances in which Sambalpur, Patna, and their dependencies were found on their reversion, to annul the dependency of the other zamindars on these two Chiefs: and in 1821 separate sanads were granted by Government to each zamindar, and separate engagements taken.

The Government from the first declined to issue any definite rules for the guidance of the Chiefs: the general line of policy to be adopted was alone indicated. The ascertained and generally admitted rights of the Chief and the various classes of his subjects, and all customs of the country that were not incompatible with the usages of civilised nations, were to be maintained. In regard to tribute it was determined to adopt generally a lower scale than that which had been levied under the Mahratta Government. Except with Raigarh, with which a final Settlement (No. XI) had been made in 1819, the settlements were all made for a limited period. They were renewed in 1827 in a form similar to No. XIX; but, though the engagements entered into in that year were nominally for five years only, they were not renewed at the expiration of that period. Separate engagements, in a form similar to No. XXIII, were at the same time taken from each Chief, binding him to use rightly the judicial and police powers entrusted to him. In practice the powers of the Chiefs in criminal cases were limited to the infliction of seven years' imprisonment.

Of the original Athara (18) Garh, only six* now remain attached to the Central Provinces. Of the Sambalpur group, Sambalpur proper escheated to Government in 1849, and Chandarpur is no longer managed by a Chief. In 1837 Baud and Athmallik were transferred from the South Western Frontier Agency to the control of the Superintendent of the Tributary Mahals of Orissa. In 1905, on the first partition of Bengal, they were transferred to the political control of the Government of Bengal: and in 1912, on the creation of the Government of Bihar and Orissa, they were transferred to the control of that Government. In 1833 the zamindar of Bargarh was convicted of rebellion, and his estate was conferred on Deonath Singh, Raja of Raigarh, who was thenceforth styled Chief of Raigarh *cum* Bargarh. On the formation of the Central Provinces Administration the States of Gangpur and Bonai, of the Sambalpur group, remained as before attached to the Chota Nagpur division of Bengal: in 1912 they were transferred to the political control of the Gov-

* *Sambalpur Group.*	*Patna Group.*
Sakti.	Phuljhar.
Sarangarh.	Khariar.
Raigarh *cum* Bargarh.	Bindranawagarh.

ernment of Bihar and Orissa. In 1905, on the first partition of Bengal, the five States of Bamra, Rairakhol, Sonpur, Patna and Kalahandi (or Karond), with the Borasambar zamindari, were transferred to Bengal: and in 1912 to Bihar and Orissa.

In 1862 disturbances occurred in the Sambalpur district, caused by the intrigues of Surendra Sah, a relative of the last Maharaja of Sambalpur. This man had successfully stirred up a rebellion in the Sambalpur district in 1857 and subsequent years, but surrendered on conditions, and was permitted to reside under surveillance at Sambalpur. Soon afterwards, with the idea of possessing himself of the chief power in Sambalpur, he organised marauding bands, which committed great atrocities in the Sambalpur district. For these offences he was detained as a political prisoner in the fort of Asirgarh, where he died in 1884.

Included in the territory ceded by Mudhoji Bhonsla (Appa Sahib) under the Provisional Agreement of January 1818 (No. V), was that comprising the States of Korea (including its then feudal dependency of Changbhakar), Jashpur and Surguja (including its then feudal dependency of Udaipur). These States, which originally formed part of the South Western Frontier Agency, were in 1854 transferred to the charge of the Commissioner of Chota Nagpur, and in 1905 to that of the Chhattisgarh Division. In 1819 Kabuliats were executed by the Zamindars of Jashpur (No. XII) and Korea (No. XIII), while the Zamindar of Surguja received a Sanad (No. XV) and executed a Kabuliat (No. XVI) in 1820, and received a Patta (No. XIX) in 1825. In 1848, in recognition of the separation of Changbhakar from Korea, separate Kabuliats (No. XX) were taken from the two Zamindars. In December 1860 Udaipur was erected into a separate State, and its Ruler received a Sanad (No. XXI) and entered into two Agreements (Nos. XXII and XXIII).

III.—THE FEUDATORY STATES.

In December 1864 the Government of India issued instructions for the classification of the Chiefs and Zamindars of the Central Provinces into two divisions, one comprising Chiefs of the rank of feudatories, the other those whose position was merely that of British subjects. In April 1865 sanction was conveyed to the classification of fourteen States as Feudatories. Four of these (Bamra, Kalahandi or Karond, Patna and Sonpur) together with Rairakhol, which had received the same classification in 1866, were transferred to Bengal in 1905. Of the remaining ten Feudatory States that are now under the administration of the Central Pro-

vinces*, Bastar and Makrai had received from Lord Canning, in March 1862, Sanads (No. XXIV) guaranteeing their Chiefs the right of adoption: and in January 1866 the other eight received Sanads dated the 20th May 1865, in the same form (No. XXV), from Sir John Lawrence. At or about the same time an Ikrarnama, or Acknowledgment of Fealty (No. XXVI) was taken from each Chief, though it was not until the 19th December 1870 that the Raja of Bastar was persuaded to execute his bond, as he objected to the conditions about forest conservancy and tribute. Meanwhile in 1866-67 Captain Cumberlege was deputed to settle the tributes of the Garhjat Chiefs, and the Chief Commissioner of the Central Provinces appears to have proposed the grant of Sanads to Raigarh and Sarangarh, worded in the main like the Acknowledgments of Fealty. Accordingly, Sanads (No. XXVII) were granted by the Chief Commissioner to Raigarh and Sarangarh in September 1867, the amount of the tribute being revised in both cases, although the Chiefs of these States had both signed the Acknowledgment of Fealty in January 1866.

A periodical revision of the tribute (takoli) payable by these Feudatory Chiefs is expressly provided for in their ikrarnamas and sanads. Accordingly the tributes of all ten States, except Kanker (which was for special reasons exempted from the payment of tribute) and Makrai (which has never paid any tribute), were revised for a period of 20 years from 1867. During this period the opening out and general progress of the country led to a remarkable increase in the revenue of the Feudatory States: and in 1888 the Government of India enhanced their tributes, except those of Kanker, Makrai and Bastar. The Bastar tribute was enhanced in 1889. These tributes were again revised in 1908 for a period of 30 years.

Subject to the control of the Governor in Council and the Political Agent, the Chiefs exercise full civil and revenue powers in their States; in criminal cases sentences of capital punishment (and in the case of those Feudatories, except Raigarh and Sarangarh, from whom an Acknowledgment of Fealty in form No. XXVI has been taken, sentences of imprisonment exceeding seven years) cannot be carried into effect until confirmed by a British Officer. Under the executive orders of the Central Provinces Government, all sentences of death are submitted, through the Political Agent, to the Governor in Council for confirmation. The Ruling Chiefs and their subjects are not amenable to British laws for acts done or property possessed in their States.

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* *Nagpur Group.*

Bastar.
Chhuikhadan or Kondka.
Kanker.
Kawardha.
Khairagarh.
Nandgaon.

Garhjat Group.

Raigarh *cum* Bargarh.
Sakti.
Sarangarh.

Saugor and Narbada Group.

Makrai.

Until 1882 the administration of all these Chiefs was supervised by the Commissioners of the Divisions and the Deputy Commissioners of the Districts to which the several States were attached. In that year, however, disturbances having broken out in Karond (Kalahandi)—one of the States then in the Chhattisgarh Division—it was placed under the management of a Political Agent. Several other States in this Division had at the same time to be taken under direct management, and it was found impossible for Deputy Commissioners to supervise the work in them efficiently in addition to their ordinary duties. Gradually all the States, with the exception of Makrai, were placed under the Political Agent with headquarters at Raipur, subject to the general control of the Commissioner of the Chhattisgarh Division. In 1919 the Political Agent, now known as the Political Agent, Central Provinces Feudatory States, was placed in immediate subordination to the Governor in Council, Makrai at the same time being added to his charge. The Political Agent exercises the powers of a Political Agent under Chapter III of the Indian Extradition Act (XV of 1903) for the Feudatory States of which he holds charge.

The five States ceded by the Provisional Agreement of January 1818 (No. V)—Changbhakar, Jashpur, Korea, Surguja and Udaipur—were, as already stated, under the charge of the Commissioner of Chota Nagpur from 1854 to 1905. In 1863 the Government of Bengal issued certain rules for the guidance of the Chiefs of the Tributary Mahals of Chota Nagpur in the administration of justice in their respective jurisdictions. By these rules the judicial powers of these Chiefs were limited to sentences of imprisonment up to two years or fines not exceeding Rs. 50; or, subject to confirmation by the Commissioner of Chota Nagpur, to sentences of imprisonment up to five years and fines not exceeding Rs. 200. They had no powers of whipping, and all orders passed by them were subject to revision by the Commissioner. The rules also dealt with the management of police, prisons, etc., in their States.

In 1875 and 1876 Kabuliats (Nos. XXVIII to XXXI and XXXIII), practically identical in form, were executed by the Chiefs of these five States: and Sanads (Nos. XXXII and XXXIV to XXXVII), also practically identical in form, were issued to them by the Commissioner of Chota Nagpur. By these the previously existing settlements were renewed for a period of twenty years from April 1875.

In 1891 the Secretary of State decided that these five States do not form part of British India, and revised Sanads (No. XXXVIII) were granted to them by the Governor-General in 1899, formally recognising them as Feudatory States, defining their relations with the British Government, and fixing their tributes for a period of twenty years. These Sanads were all identical in form except in the matter of mineral rights: which, in Korea and Changbhakar, were vested in the British Govern-

ment, whereas in Jashpur, Surguja and Udaipur they were vested in the Chiefs.

When in 1905, on the first partition of Bengal, these five States were transferred to the Central Provinces, fresh Sanads (Nos. XXXIX to XLIII), in the same form (with the necessary textual alterations) as those of 1899, and with the same differences in the matter of mineral rights, were granted by the Governor-General. These Sanads fixed the tribute for fourteen years—the unexpired portion of the twenty years for which it had been fixed by the Sanads of 1899—at the previous figure. In 1921 the tributes were revised for a period of seventeen years.

In 1925 the Secretary of State decided that all royalties accruing from minerals in the States of Korea and Changbhakar should in future be shared in equal proportions by the States and the British Government, and that this arrangement should be given effect to by an executive arrangement outside the scope of the Sanads granted to those States. At the request of the Ruling Chief of Korea the Secretary of State again considered the matter in 1927, and sanctioned the restoration of mineral rights to the Ruling Chiefs of Korea and Changbhakar. This concession was subject to the condition that the laws and regulations, governing the employment of labour in mines in adjoining British districts, should be applied and enforced in the States. In July 1928 revised Sanads (Nos. XLIV and XLV) were accordingly granted to these two Chiefs.

The powers exercised by British Courts in respect of criminal cases arising in these five States, and the law and procedure by which such courts are to be guided, are regulated by Notification No. 1069-I. B., dated the 3rd April 1919, issued by the Government of India in the Foreign and Political Department. All sentences of imprisonment for more than 7 years and of transportation for life have to be confirmed by the Political Agent, while sentences of death have to be confirmed by the Governor in Council.

In 1921 the Central Provinces States were constituted into a single group and allowed to nominate to the Chamber of Princes, two Representative Members elected from Chiefs ruling their own States.

(1) Bastár.

The central part of the State of Bastar appears to have formed a Kingdom known as the Chakrakot Kingdom which subsequently became part of the Warangal Kingdom of the Kakatiya dynasty. The Bastar Raj family are Somvanshi Kshatris and claim descent from Annam Deo, brother of Pratap Rudra, who was the most brilliant of the Kakatiya dynasty and lost his life and kingdom in a battle with the Muhammadans early in the fifteenth century. Annam Deo left Warangal and established himself at the village of Bastar. Dalpat Deo, a represent-

ative of the junior branch of the family to whom the *gaddi* had passed, removed his capital to Jagdalpur, after a raid by Nilu Pandit of the Nagpur army. The State originally included the Kotpad pargana of Jaipur in the Madras Presidency and the Sihawa pargana of the Raipur district. On the death of Dalpat Deo there were dissensions, and Ajmer Singh secured the *gaddi*. In 1777, however, he was driven out by his brother Daryao Deo, who had taken refuge with the neighbouring Chief of Jaipur, in the Northern Circars, to whom, in return for assistance in recovering his territories, he ceded on certain conditions the pargana of Kotpad. In 1782 hostilities broke out between the two States in consequence of the non-fulfilment by Jaipur of the conditions of the cession. The Bastar Chief died before he could recover the whole pargana and, as Bastar at this time failed in its payment of tribute to Nagpur, that Government took possession of the pargana and subsequently granted it to Jaipur, subject to the obligation of furnishing military aid against Bastar when required.

The constant raids and reprisals between the two States of Bastar and Jaipur kept the country for many years in a state of anarchy. In an Agreement (No. X), taken in 1819 by the Nagpur Government from Mahipal Deo, the Chief of Bastar, on the occasion of a revision of the settlement of the Chhattisgarh district, the latter bound himself to pay an annual tribute of 5,000 Nagpur Rupees, subject to a remission of Rs. 1,000 so long as the Kotpad pargana should remain separated from his territories. In 1830 Mahipal Deo's successor, Bhopal Deo, assigned the whole of the Sihawa pargana, with the exception of five villages, to the Nagpur State, in lieu of tribute.

Bhopal Deo died in 1853 and was succeeded by Bhairam Deo.

Claims to the restoration of Kotpad were more than once put forward by Bastar, but in 1863 it was finally decided that the British Government, which had succeeded to the rights of the Nagpur State, should receive Rs. 3,000 per annum from the Jaipur Chief, in return for which he was to retain Kotpad and be exempt from the condition of military service attached to the original grant. Of this sum Rs. 2,000 were formerly paid to the Raja of Bastar in money, and the remainder in the form of a continued remission of tribute, which then stood at Rs. 3,056* per annum. A new arrangement was sanctioned in March 1889, by which the entire sum of Rs. 3,000 payable by Jaipur was to be credited in the accounts of the Madras Presidency, Rs. 1,000 on account of the Kotpad pargana and the balance as part payment of the Bastar tribute, which was reduced, for Bhairam Deo's lifetime, to Rs. 2,056, the remaining Rs. 56 being recovered directly from the Bastar Chief.

* *i.e.*, 4,000 Nagpur Rupees, the amount of the tribute fixed in 1819 after deducting the remission.

The Raja of Bastar received a Sanad of Adoption in March 1862 (No. XXIV), and in December 1870 he executed an Acknowledgment of Fealty (*see* No. XXVI).

In March 1876 a disturbance broke out at Jagdalpur, owing to certain acts of oppression and injustice committed by the Diwan, who was eventually removed. In 1881 Lal Kalindar Singh, a cousin of the Raja, became Diwan; but soon after resigned, owing to a difference of opinion with the Rani. On a visit to Bastar in 1883 the Commissioner found that utter confusion and chaos prevailed; and the Chief Commissioner decided that Kalindar Singh should resume his duties as Diwan and be assisted by a selected officer of Government. These arrangements were sanctioned by the Government of India, but eventually broke down, owing to the incompetence as Diwan of Lal Kalindar Singh: and in 1886 an Extra Assistant Commissioner, selected by the Chief Commissioner, was appointed by the Raja as his Diwan to administer the State.

Bhairam Deo died in 1891, and was succeeded by his son, Rudra Pratap Deo, a child six years old. The State continued to be managed by an Extra Assistant Commissioner until 1895, when he was replaced by a British officer as Administrator. In 1903 an Extra Assistant Commissioner was again appointed as Superintendent of the State, and held office till January 1908, when Rudra Pratap Deo was installed as a Feudatory Chief, certain restrictions being placed on his authority. Early in 1910 there was a rising in the State of some of the aboriginal tribes, mainly owing to palace intrigues, but it was promptly quelled by the Political Agent with the assistance of armed police and a military detachment: and some of the ringleaders, including Lal Kalindar Singh, were banished.

Rudra Pratap Deo died in 1921 without male issue: and his only daughter, Profulla Kumari Devi, born in 1910, was recognised as his successor and installed on the 23rd November 1922. Rani Profulla Kumari Devi was married in January 1927 to Profulla Chandra Bhanja Deo of Mayurbhanj. During her minority the State is under Government management.

It had been decided in 1888 to postpone any revision of the tribute paid by Bastar till the death of Bhairam Deo. After his death the tribute was fixed, in 1892, at Rs. 17,200 a year, Rs. 15,200 of which was paid by the Bastar Chief direct, the balance of Rs. 2,000 being realised annually from the Jaipur State on account of the Kotpad pargana, and credited in the Madras accounts. The tribute was revised in 1908, when the direct payment was fixed at Rs. 29,000. In 1929 this was reduced to Rs. 18,000 with effect from the financial year 1930-31.

The area of Bastar is 13,062 square miles; population, by the Census of 1921, 464,407; revenue Rs. 8,08,003; and tribute Rs. 29,000. It possesses (1926) 146 armed police.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

(2) Changbhakar.

The ruling family are Chauhan Kshatris, descended from a branch of the Korea ruling family. When the State first came under the authority of the British Government it was a feudal dependency of Korea, and was included in the agreement ratified with the Chief of Korea in December 1819 (No. XIII). In January 1848 a separate agreement was made with Bhaya Bahadur Jangjit Singh Deo, the Zamindar of Changbhakar (No. XX). In 1875 he executed a Kabuliat (No. XXXI) and in 1876 was granted a Sanad (No. XXXVII) renewing for 20 years the settlement of 1848. The Sanad of 1899 (No. XXXVIII), granted to Bhaya Mahabir Singh Deo, fixed his tribute at Rs. 387 for another 20 years. On the partition of Bengal a fresh Sanad (No. XXXIX) was given to him in 1905. The tribute was revised in 1921 for a period of 17 years.

The present Chief, Bhaya Mahabir Singh Deo, who was born on the 15th April 1879, succeeded his uncle, Bhaya Balbhadra Singh Deo, in September 1896. He was placed in full charge of his State in 1900, on the attainment of his majority.

The area of the State is 906 square miles; population, by the Census of 1921, 21,826; revenue Rs. 27,778; and tribute Rs. 150. It possesses (1926) 12 armed police.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

(3) Chhuikhadan or Kondka.

This State was conferred on Mahant Rup Dass, the founder of the family, by Mudhoji Bhonsla in 1750. The raj originally descended from *Guru* (preceptor) to *Chela* (disciple), but the customs of marriage and descent from father to son were subsequently adopted. Tulsidass, the successor of Rup Dass, was recognised as Zamindar by the Bhonsla Raja about the year 1780. The State came to the British Government by right of succession, on the lapse of the Nagpur State in 1853.

In January 1866 the Zamindar of Chhuikhadan received a Sanad of Adoption (No. XXV) and executed an Acknowledgment of Fealty (No. XXVI), fixing his tribute at Rs. 7,700. This amount was raised in 1888 to Rs. 15,000, but was reduced by the last revision of 1908, which fixed it for 30 years.

Mahant Sham Kishor Das succeeded his father in December 1887 after having been for some years previously the virtual ruler of the State. About the same time certain gross acts of injustice on his part came to light, and an enquiry was instituted. The Zamindar was called upon to make amends to the persons injured, to abolish the nazarana system and guarantee his gaontias against unwarrantable eviction, and to appoint an approved Diwan to assist him in carrying out the necessary reforms in the administration of the State, the affairs of which were found to have been grossly mismanaged. The Diwan was appointed in 1892 and withdrawn in 1895.

Sham Kishor Das died in 1896, and in April 1897 the Government of India recognised as his successor his eldest son, Radha Ballabh Kishor Das, but ordered that the administration was to be carried on by a Diwan appointed by Government. Radha Ballabh Kishor Das was murdered in 1898, and was succeeded by his eldest son, Digbijai Jugal Kishor Das, during whose minority the State continued to be administered by a Diwan.

Digbijai Jugal Kishor Das died on the 30th September 1903 and was succeeded by his younger brother, Bhudhar Kishor Das, the present Chief, who was born in April 1891. During his minority the State was under Government management till 1915 when he was installed.

The area of Chhuikhadan is 154 square miles; population, by the Census of 1921, 26,122; revenue Rs. 1,13,170; and tribute Rs. 12,000. It possesses (1926) 12 armed police.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

(4) Jashpur.

The family trace their descent from a son of the Chief of Sonpur. The State was originally a feudatory of Surguja, but later became a tributary of the Bhonsla Raja of Nagpur, though continuing to pay tribute through Surguja, an arrangement that still persists.

In 1819 a Kabuliat (No. XII) was executed by the Zamindar, Ram Singh, for the payment of an annual tribute of Rs. 775. In 1875 Pratap Narayan Singh executed a Kabuliat (No. XXVIII) and was granted a Sanad (No. XXXII), renewing for 20 years the settlement of 1819. The Sanad granted to him in 1899 (No. XXXVIII), fixed the tribute at Rs. 1,250 for another 20 years, and declared it payable through Surguja. On the partition of Bengal a fresh Sanad (No. XLI) was granted in 1905. The tribute was revised in 1921 for a period of 17 years.

Pratap Narayan Singh Deo died in 1900 and was succeeded by his eldest son Bishan Prasad Singh Deo. In 1922 there were disturbances in the State: and in 1923, owing to maladministration, the State was taken under direct administration by Government and the Chief's powers were withdrawn.

Bishan Prasad Singh Deo died in January 1924 and was succeeded by his son Raja Deo Saran Singh Deo, the present Chief, born on the 19th November 1893. He was invested with full powers on the 7th May 1928.

The area of the State is 1,963 square miles; population, by the Census of 1921, 154,156; revenue Rs. 3,44,028; and tribute Rs. 2,000. It possesses (1926) 37 armed police.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

(5) KANKER.

This State was held from the Mahrattas on the condition of furnishing 500 men for the service of the Government, free of expense, whenever required to do so. In 1809 the Chief was deprived of his State in consequence of his having rendered assistance to the Raja of Bastar against the Mahrattas: but the State was restored to him in 1818 under the authority of the British Resident at Nagpur, on payment of an annual tribute of Rs. 500. This was remitted in 1823 in consequence of the Nagpur Government having resumed the sayar duties formerly levied by him. The State came to the British Government by right of succession, on the lapse of the Nagpur State in 1853.

In January 1866 Narhar Deo received a Sanad of Adoption (No. XXV) and executed an Acknowledgment of Fealty (No. XXVI).

In 1889 Narhar Deo's mind became unhinged by domestic troubles, and in 1890 a Diwan was appointed to administer the State. In 1892 the State was taken under Government management, but in 1894 it was restored to the Chief with the sanction of the Government of India, subject to the condition that he should consult the Political Agent in the preparation of his budget.

Narhar Deo died without issue in May 1903, and was succeeded by his nephew, Lal Komal Deo, who died on the 8th January 1925. He was succeeded by his adopted son Bhanupratap Deo, born in 1922. The Chief of Kanker bears the hereditary title of Maharajadhiraj.

In 1868 the question of levying tribute from Kanker had come up for consideration, but it was decided in that year that there was no

reason for cancelling the exemption of 1823. The question again arose in 1888, when it was determined that the exemption should continue till the death of Narhar Deo. When Lal Komal Deo succeeded, the Government of India ruled that the exemption should continue in perpetuity.

The area of Kanker is 1,429 square miles; population, by the Census of 1921, 124,928; revenue Rs. 3,70,299; tribute *nil*. It possesses (1926) 40 armed police.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

(6) KAWARDHA.

Kawardha is held by a branch of the Pandariya family and was conferred for military services by Raghuji Bhonsla. The State came to the British Government by right of succession, on the lapse of the Nagpur State in 1853. The elder branch of the Kawardha family holds the zamindari of Pandariya, to which the son by a senior wife succeeds to the exclusion of his elder brother by a junior wife. By this custom Ram Singh, a younger son, but by a senior wife, became Zamindar of Pandariya. On the extinction in 1863 of the younger or Kawardha branch of the family, Ram Singh's elder brother Bahadur Singh was recognised as Chief of Kawardha, but died shortly afterwards, when he was succeeded by Ram Singh's elder son by a junior wife, Rajpal Singh.

In 1866 the Zamindar of Kawardha was given a Sanad of Adoption (No. XXV), and executed an Acknowledgment of Fealty (No. XXVI) fixing his tribute at Rs. 7,400, to which amount it had been raised by the Bhonslas from its original figure of (Nagpur) Rs. 2,000. In 1888 it was raised to Rs. 32,000, but was reduced by the last revision in 1908, which fixed it for 30 years.

In consequence of Rajpal Singh's maladministration the Government of India, in 1884, sanctioned his removal from power for a period of five years, the arrangement being subject to reconsideration at the expiration of that time. In November 1889 the Government of India sanctioned the continuance of the same arrangement for a further period of five years, the State remaining under Government management.

Rajpal Singh died in 1891, and was succeeded by his nephew Jadunath Singh, a child five years old. The administration of the State was carried on by a Superintendent appointed by Government till 1908 when Jadunath Singh was installed. He died in 1920 and was succeeded by his elder son Lal Dharamraj Singh, the present Chief, born on the

18th August 1910. The State is being administered by Government during the minority of Thakur Dharamraj Singh.

The area of Kawardha is 708 square miles; population, by the Census of 1921, 61,783; revenue Rs. 2,25,415; and tribute Rs. 30,000. It has (1926) 25 armed police.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

(7) KHAIRAGARH.

The State formerly comprised the three *parganas* of Kholwa, Khairagarh and Lachhna. Towards the end of the eighteenth century the Khamaria *pargana* was acquired from Kawardha in satisfaction of a debt and the Dongargarh *pargana* was granted by the Bhonsla Raja of Nagpur in recognition of military services rendered by the Khairagarh Chief about the year 1816. The State came to the British Government by right of succession, on the lapse of the Nagpur State in 1853. In January 1866 the Zamindar received a Sanad of Adoption (No. XXV) and executed an Acknowledgment of Fealty (No. XXVI), fixing his tribute at Rs. 34,900. In 1888 it was raised to Rs. 70,000 and was again increased at the last revision in 1908, which fixed it for 30 years.

In 1870, owing to his tyranny and oppression, the Ruling Chief, Lal Fateh Singh, was deprived of civil and criminal jurisdiction. In 1873 his indebtedness and continued maladministration compelled the Government of India to deprive him of the fiscal management also, and to assume the entire administration of the State. Lal Fateh Singh died in 1874, and the State remained under direct management till 1883, when it was restored to his eldest son, Lal Umrao Singh, *alias* Kanhaiya Lal.

Lal Umrao Singh executed three deeds ceding lands, with the jurisdiction over them, required for railway purposes: the first in 1883 (No. XLVI) for the Nagpur and Chhattisgarh State Railway, and the others in 1890 (Nos. XLVII and XLVIII) for the Bengal-Nagpur Railway.

Lal Umrao Singh died in 1890 and was succeeded by his son Kamal Narayan Singh.

In 1898 the hereditary title of Raja was conferred (No. XLIX) on the Ruler of Khairagarh.

In 1908 Kamal Narayan Singh ceded (No. L) certain lands required for the Bengal-Nagpur Railway.

Kamal Narayan Singh died in 1908 and his son Lal Bahadur Singh, who succeeded him, died in 1918. The present Chief, Raja Birendra Bahadur Singh, who succeeded his father in 1918, was born on the 9th November 1914. During his minority the State is under Government management.

The area of the State is 931 square miles; population, according to the Census of 1921, 124,008; revenue Rs. 5,18,285; and tribute Rs. 80,000. It has (1926) 38 armed police.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

(8) KOREA.

This family are Chauhan Kshatris claiming descent from Raja Dharamall Shah. In 1819 Raja Gharib Singh, the Zamindar of Korea, executed a Kabuliat (No. XIII) for the payment of an annual tribute of Rs. 400. In 1848 his successor Umol Singh executed a Kabuliat (No. XX) in which the tribute was retained at the same figure: and in 1876 Pran Singh Deo executed a Kabuliat (No. XXXIII) and was granted a Sanad (No. XXXIV) renewing for 20 years the settlement of 1848. The Sanad granted to Sheo Mangal Singh in 1899 (No. XXXVIII) fixed the tribute at Rs. 500 for another 20 years. On the partition of Bengal a fresh Sanad (No. XL) was granted in 1905. The tribute was revised in 1921 for a period of 17 years.

The direct line from Raja Dharamall Shah became extinct on the death of Pran Singh Deo in 1897, and the State was placed under the management of a leading Zamindar for nearly two years, pending an enquiry as to the legal successor. The succession of Sheo Mangal Singh, 1899. Sheo Mangal Singh died in 1909 and was succeeded by his son, a distant cousin, was finally recognised by the Government of India in Raja Ramanuj Pratap Singh Deo, the present Chief, who was born on the 8th December 1899. During his minority the State was placed under the direct management of Government. He was installed with full powers on the 5th January 1925.

The area of Korea is 1,631 square miles; population, by the Census of 1921, 79,189; revenue Rs. 2,74,798; and tribute Rs. 750. The State has (1926) 20 armed police.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

(9) Makrai.

The State of Makrai struggled with varied fortune against the Peshwa, Scindia and the Pindaris, and was eventually taken under British protection in 1844.

In 1858 the Chief was placed under the control of the Commissioner, Jubbulpore Division, with the Deputy Commissioner, Hoshangabad, as Political Agent; he was instructed to correspond with the latter and attend to his wishes and advice. Up to 1863 the Chief received Rs. 2,243-14-5 annually as compensation for the loss of transit duties, the levy of which was entirely abolished from the 1st May 1847. This payment was commuted in 1863 for the lump sum of Rs. 23,000, and no payment is now made in lieu of transit duties.

In March 1862 the Chief of Makrai was given a Sanad of Adoption (No. XXIV), and in March 1866 he executed an Acknowledgment of Fealty (No. XXVI).

Lachhu Shah *alias* Bharat Shah succeeded in 1866. Towards the end of 1890 the management of the State was taken out of his hands for a period of three years on account of gross mismanagement, and a Diwan was appointed to conduct the administration of the State under the superintendence of the Deputy Commissioner of Hoshangabad. In 1893 the management was restored to the Chief, subject to the condition that he should administer the State on the lines already in force, and should appoint a Diwan approved by the Chief Commissioner. The use by the Ruler of Makrai of the title of Raja Hathiya Rai was sanctioned on the 15th June 1899.

Lachhu Shah died in 1911 and was succeeded by his son, Chatrasal Shah, who died childless in 1918. Before his death he adopted his cousin Drigpal Shah, who was recognised as his successor.

In 1913 the Government of India declared Makrai to be permanently exempted from the payment of tribute.

In 1919 the control of the State was transferred from the Deputy Commissioner, Hoshangabad, to that of the Political Agent, Central Provinces Feudatory States.

Raja Drigpal Shah died on the 17th April 1929 and was succeeded by his nephew the present Raja Todar Shah Hathiya Rai, born on the 20th March 1908.

The area of Makrai is 155 square miles; population, by the Census of 1921, 12,803; revenue Rs. 1,29,081; and tribute *nil*. It possesses (1926) 30 armed police.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

(10) NANDGAON.

The ruling family are Bairagis tracing their descent from Prahlad Das, a wealthy shawl merchant of Ratanpur. The State comprises four parganas, two of which, Pandadah and Nandgaon, were acquired in satisfaction of debts, and Mohgaon and Dongargaon were granted by the Bhonsla Raja of Nagpur. The State came to the British Government by right of succession, on the lapse of the Nagpur State in 1853. Celibacy being one of the observances of the sect to which the ruling family belongs, the succession was maintained by adoption, *i.e.*, from *guru* to *chela*.

Manjiram, the fifth successor of Prahlad Das, although he had adopted Ghasi Das as his *chela*, subsequently married and was succeeded by his son Ghanaram, who died three years later and was succeeded by Ghasi Das.

Ghasi Das was recognised as a Feudatory Chief in 1865: and in January 1866 he was given a Sanad of Adoption (No. XXV) and executed an Acknowledgment of Fealty (No. XXVI) fixing his tribute at Rs. 34,700. In 1888 it was raised to Rs. 70,000, and was again increased at the last revision in 1908, which fixed it for 30 years.

Ghasi Das was himself married at a somewhat advanced time of life, but adopted the Hindu custom of marrying his son at an early age. On a representation made by him in 1879, the Government of India assured him that marriage would not be allowed to invalidate the succession.

In July 1883 Ghasi Das ceded certain lands required for the Nagpur and Chhattisgarh State Railway. He died in November 1883 and was succeeded by his son Balram Das, then seventeen years of age. During his minority the administration of the State was entrusted to his mother, aided by a Diwan. Balram Das came of age in 1887; but in 1888, owing to the lax supervision of the Diwan and the general remissness of the State police in dealing with crime, an Extra Assistant Commissioner was appointed as Diwan to conduct the administration of the State in the name of the Chief, till he should prove himself capable of managing its affairs.

Balram Das was invested with full powers in 1891, in which year he ceded, by a Deed (No. LI) superseding that executed by Ghasi Das in 1883, certain lands required for the Bengal-Nagpur Railway. He died in 1897 and was succeeded by his adopted son Rajendra Das, who died on the 25th May 1912, when still a minor. He was succeeded by Sarveshwar Das, son of a *chela* of Balram Das. Mahant Sarveshwar Das, the present Chief, was born on the 30th March 1906, and during his minority the State continued to be administered by Government. He was invested with the powers of a Ruling Chief on the 10th February

The area of Nandgaon is 871 square miles; population, by the Census of 1921, 147,906; revenue Rs. 7,68,171; and tribute Rs. 80,000. It has (1926) 62 armed police.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

(11) RAIGARH.

When the provinces of Sambalpur and Patna were retroceded to Raghuji Bhonsla by the Engagement of 1806 (No. III) it was expressly stipulated that the territory of Jujhar Singh, Raja of Raigarh, should continue to be incorporated in the British dominions: and in 1819 he executed a Kabuliat (No. XI) for the payment of an annual tribute of 30 gold mohurs.

In 1833 the Zamindari of Bargarh, which had been finally ceded to the British Government by the Treaty of 1826 (No. VI), lapsed on the conviction of its holder for rebellion, and was conferred on Deonath Singh of Raigarh, who, after rendering good service in 1857, died in 1862. He was succeeded by his son Ghansham Singh, who in January 1866 was given a Sanad of Adoption (No. XXV) and executed an Acknowledgment of Fealty (No. XXVI) fixing his tribute at Rs. 340. In 1867 he received a fresh Sanad (No. XXVII) raising his tribute to Rs. 400. In 1888, it was raised to Rs. 4,000, and was again increased at the last revision in 1908, which fixed it for 30 years.

In 1885, owing to Ghansham Singh's maladministration, the State was taken under Government management. He died in 1890, and his son, Lal Bhup Deo Singh, was recognised by Government as his successor. He was formally installed in January 1894, and the management of the State was handed over to him.

In September 1890 the Raja of Raigarh ceded (*see* No. LII) certain lands required for the Bengal-Nagpur Railway.

Bhup Deo Singh died in 1917 and was succeeded by his eldest son Natwar Singh; but, owing to his incapacity, no powers of administration were given to him and the State was taken under Government management. Natwar Singh died in February 1924 and was succeeded by his brother Lal Chakradhar Singh, the present Chief, born on the 19th August 1905. The State continued to be managed by Government till the 3rd February 1927, when Raja Chakradhar Singh was invested with the powers of a Ruling Chief.

The area of Raigarh is 1,486 square miles; population, by the Census of 1921, 241,634; revenue Rs. 5,93,791; and tribute Rs. 5,500. It possesses (1926) 31 armed police.

(12) SAKTI.

This State was at one time held as a tributary to the Maharaja of Sambalpur. It is one of the States finally ceded by the Treaty of 1826 (No. VI).

In January 1866 Ranjit Singh, the Raja of Sakti, was given a Sanad of Adoption (No. XXV) and executed an Acknowledgment of Fealty (No. XXVI) fixing his tribute at Rs. 240. In 1888, it was raised to Rs. 1,300, and was again increased at the last revision in 1908, which fixed it for 30 years.

In 1875 Ranjit Singh was deprived of all power for gross oppression and attempts to support false representations by means of forged documents, and the management of the State was assumed by Government.

In 1890 the State ceded (No. LII) certain lands required for the Bengal-Nagpur Railway.

In February 1892 the Government of India sanctioned the installation of Rup Narayan Singh, elder son of the ex-Raja, as Raja of Sakti, and his appointment of a Diwan through whom he was to rule the State. Owing to mismanagement by the Raja it was found necessary in 1902 to compel him to accept a Diwan selected by Government, by whom he was to be guided in all matters of administration.

In May 1905 the ex-Raja Ranjit Singh, who up to that time had been forbidden to reside in the Sakti State, was allowed to return on condition that he interfered in no way with the administration of the State.

Rup Narayan Singh died in July 1914, and was succeeded by his nephew, Liladhar Singh, the present Chief, born in 1892. Raja Liladhar Singh was installed in February 1915.

The area of Sakti is 138 square miles; population, by the Census of 1921, 41,554; revenue Rs. 1,09,354; and tribute Rs. 1,500. It has (1926) 8 armed police.

(13) SARANGARH.

Sarangarh was one of the Garhjat States subordinate to Sambalpur. It is one of those finally ceded by the Treaty of 1826 (No. VI).

In January 1866 Sangram Singh, the Raja of Sarangarh, was given a Sanad of Adoption (No. XXV) and executed an Acknowledgment of Fealty (No. XXVI) fixing his tribute at Rs. 1,400. In 1867 he received a fresh Sanad (No. XXVII) reducing his tribute to Rs. 1,350. In 1888 it was raised to Rs. 3,500, and was again increased at the last revision in 1908, which fixed it for 30 years.

In 1878, the Raja, Bhawani Pratap Singh, being then a minor, gross mismanagement was found to exist in the State: and the management was assumed by Government. When the Raja came of age, he was found to be incapable of managing the affairs of the State, and Government management continued until his death in 1889. His successor, Lal Raghubar Singh, died in 1890 and was succeeded by his infant son Lal Jawahir Singh, the present Chief, born in 1888. During his minority the State remained under Government management until 1909, when Raja Jawahir Singh was installed. In 1918 the title of Raja Bahadur was conferred on him as a personal distinction.

The area of Sarangarh is 540 square miles; population, by the Census of 1921, 117,781; revenue Rs. 2,60,489; and tribute Rs. 4,500. It possesses (1926) 15 armed police.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

(14) SURGUJA.

At the time of its cession under the Provisional Agreement of 1818 (No. V) the State of Surguja was distracted by domestic feuds, and a British officer was appointed as Superintendent of its affairs. In 1820, when order had been restored, Lal Amar Singh was declared Raja, was granted a Sanad (No. XV) and executed a Kabuliat (No. XVI) promising allegiance to the British Government. In 1825 he was given a Patta (No. XIX) fixing his tribute at 3,001 sicca rupees. Amar Singh's son and successor, Indrajit Singh, was mentally infirm and for many years the State was managed by Bindeshwari Prasad Singh, another son by a second wife. As manager of the State, he executed a Kabuliat (No. XXIX) in 1875, and in 1876 received a Sanad (No. XXXV) renewing for 20 years the settlement of 1825.

Indrajit Singh Deo died in 1879 and was succeeded in 1882 by his son Raghunath Saran Singh Deo. The Sanad granted to him in 1899 (No. XXXVIII) fixed the tribute at Rs. 2,500 for 20 years. On the partition of Bengal a fresh Sanad (No. XLII) was granted in 1905. The tribute was revised in 1921 for a period of 17 years.

Raghunath Saran Singh Deo died on the 31st December 1917, and was succeeded by his son, Maharaja Ramanuj Saran Singh Deo, the present Chief, who was born on the 4th November 1893. The title of Maharaja, which had been bestowed on Raja Amar Singh in 1826 and had been borne by his successors, was confirmed to the Ruler of Surguja by a Sanad (No. LIII) granted in April 1918, as a hereditary personal distinction, on the understanding that it was not to be regarded as a territorial title. The Chief is addressed as Raja of Surguja.

The area of Surguja is 6,055 square miles; population, by the Census of 1921, 377,679; revenue Rs. 6,18,047; and tribute Rs. 3,500. The State possesses (1926) 163 armed police.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

(15) UDAIPUR.

Udaipur was originally a feudal dependency of Surguja and was formerly held by a distant younger branch of the Surguja family. In 1852 it was held to have lapsed to the British Government in consequence of the Chief, Kalyan Singh, and his two brothers having committed manslaughter, but Government continued to pay its tribute to Surguja. Kalyan Singh and his brothers were sentenced to imprisonment, but during the mutiny they made their way back to the State and established a short-lived rule. In 1859 the survivor was captured and transported.

In 1860 the Chiefship was bestowed on Lal Bindheshwari Prasad Singh Deo, younger son of Maharaja Amar Singh of Surguja, as a reward for his services in the mutiny. He was granted a Sanad (No. XXI) and executed a Kabuliat (No. XXII) fixing his tribute at Rs. 536-5-4: at the same time he also executed a police agreement (No. XXIII). From this time Udaipur became a distinct tributary State, the Chief paying his tribute direct to the British Government and Surguja receiving credit for it.

In 1875 Bindeshwari Prasad Singh Deo executed a Kabuliat (No. XXX) and was granted a Sanad (No. XXXVI) renewing for 20 years the settlement of 1860. The Sanad granted to his successor in 1899 (No. XXXVIII) fixed the tribute for another 20 years at Rs. 800. On the partition of Bengal a fresh Sanad (No. XLIII) was granted in 1905. The tribute was revised in 1921 for a period of 17 years.

Bindeshwari Prasad Singh Deo died in 1876 and was succeeded by his son Dharamjit Singh Deo. In 1877 the hereditary title of Raja was conferred (No. LIV) on the Ruler of Udaipur.

Dharamjit Singh Deo died in 1900 and was succeeded by his minor son Chandrashekhar Prasad Singh Deo. During his minority the State was under Government management till his installation in 1912. In 1925 he adopted Tribhuneshwar Saran Singh Deo, third son of the Raja of Surguja, giving him the name of Chandra Chur Prasad Singh Deo In the same year the State was again taken under Government management owing to maladministration.

Chandrashekhar Prasad Singh Deo died on the 8th December 1926, and the present Chief, his adopted son Raja Chandra Chur Prasad Singh Deo, was recognised as his successor.

The area of Udaipur is 1,052 square miles; population, by the Census of 1921, 71,124; revenue Rs. 1,62,605; and tribute Rs. 1,200. The State possesses (1926) 16 armed police.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

IV.—THE NON-FEUDATORY ZAMINDARIS.

The *Wainganga* Zamindaris (44 in number) form portions of the Bhandara and Balaghat districts. The Zamindars are now nothing more than large landowners, holding their Estates on favourable terms in consideration of the dignity enjoyed and services rendered by their families in former years. They have been relieved of all police duties, and no longer exercise any function of government whatever. None of the Zamindaris are scheduled districts (Act XIV of 1874). The total area of these Zamindaris is 2,252 square miles and the population, according to the Census of 1921, is 350,079.

The *Chanda* Zamindars (16 in number) hold their Estates under special Patent (No. LV). The Zamindars formerly controlled the arrangements for excise, pounds and ferries within their Zamindaris and enjoyed the revenue from these sources; but these privileges have been withdrawn, the loss of revenue being recognised by the grant of pecuniary compensation. The administration of the police has also been withdrawn from the Zamindars, and the force which they formerly maintained has been replaced by Government police. The clauses of the Patent referring to these functions of the Zamindars are therefore now obsolete. Such of its conditions as are not obsolete have been embodied in a Wajib-ul-arz drawn up in 1904. The Zamindaris are held on condition of loyalty, proper management, and the improvement and cultivation of the Estates; and the right of free access to all minerals in the Estates is reserved to Government. The Zamindaris are all scheduled districts. The total area of these Zamindaris is 4,013 square miles and the population, according to the Census of 1921, is 85,236.

The *Chhattisgarh* Zamindaris, 35 in number, form portions of the Raipur, Drug and Bilaspur Districts. Their rights in respect of police, excise and pounds have been resumed, as in Chanda, and Government police have been introduced into these Zamindaris. The majority of the

Estates are scheduled districts. The total area of these Zamindaris is 11,013 square miles and the population, according to the Census of 1921, 990,293.

The Jagirdars of *Chhindwara* and *Hoshangabad*, 11 in number, hold their Estates under Sanads (No. LVI) issued to them in 1879. As in the case of the Chanda and Chhattisgarh Zamindars, their rights pertaining to police, excise, pounds and unclaimed property have been resumed. The Jagirs are held on condition of loyalty, proper management, and the improvement and cultivation of the Estates; and all rights in connection with minerals found in the Estates are reserved to Government. All these Estates are scheduled districts. The area of the Jagirs is 1,711½ square miles; and the population, according to the Census of 1921, 67,641.

In round figures, therefore, the total area of all the Zamindaris and Jagirs is 19,000 square miles, and the population 1¼ millions.

List of Zamindaris and Jagirs.

Serial No.	District.	Name of Zamindari or Jagir.	Amount of present *Takoli* paid to Government.	Clan or tribe of the Zamindar or Jagirdar.
			Rs.	
		Wainganga Zamindaris.		
1	Balaghat.	Hatta	34,707	Lodhi.
2		Kirnapur*	10,000	Kunbi.
3		Bhadra	20,000	Pathan.
4		Bhanpur†	100	Gond.
5		Kinhi	2,820	Golar.
6		Bamhangaon	98	Rajput.
7		Badgaon	650	Do.
8		Bijagarh	4,500	Gond.‖
9		Chauria	60	Do.¶
		TOTAL	72,935	
10	Bhandara.	Chichgarh	8,495	Halba.
11		Palasgaon (Palandur)	1,500	Gond.
12		Rajoli	1,150	Pathan.
13		Mohgaon (Mahagaon)	2,250	Rajput.
14		Kanhargaon	60	Do.
15		Deori-Kishori	1,790	Lodhi.
16		Bhagi	1,148	Gond.
17		Chichewara	1,238	Halba.
18		Salegaon	998	Lodhi.
19		Palasgaon	260	Rajput.
20		Chikhli	348	Gond.

* The Kirnapur Zamindari has been re-constituted without powers of transfer under the sanad granted by the Chief Commissioner in Revenue Department letter No. 4784-A., dated the 6th August 1904.

† A single village (Pola) is alone left to the Zamindar, all the rest having been alienated and passed out of Zamindari tenure.

List of Zamindaris and Jagirs—contd.

Serial No.	District.	Name of Zamindari or Jagir.	Amount of present *Takoli* paid to Government.	Clan or tribe of the Zamindar or Jagirdar.
			Rs.	
		Wainganga Zamindaris—contd.		
21	Bhandara—contd.	Gond-Umri	3,000	Brahman.
22		Umri	960	Rajput.
23		Dalli	2,750	Gond.
24		Arjuni	1,930	Do.
25		Dawa	3,134	Halba.
26		Khajri	1,000	Rajput.
27		Turmapuri	882	Gond.
28		Khairi	200	Halba.
29		Jambhli	360	Gond.
30		Kamptha . .	70,983	Lodhi.
31		Warad .	18,995	Do.
32		Gangejhari	850	Pardhan.
33		Amgaon	15,995	Kunbi
34		Phukimeta	950	Puar.
35		Bijli, senior	3,535	Lodhi.
		Do., junior	6,310	
36		Darekasa	1,479	Gond.
37		Salekasa	650	Do.
38		Palkhera	7,555	Kunbi.
39		Majitpur	1,000	Pardhan.
40		Nansari, I	1,750	Brahman.
		Do., II	1,050	
41		Tirkheri	1,750	Puar.
42		Malpuri	900	Do.
43		Purada	2,400	Gond
44		Dongarli	730	Rajput.
		TOTAL .	1,70,335	

List of Zamindaris and Jagirs—contd.

Serial No.	District.	Name of Zamindari or Jagir.	Amount of present *Takoli* paid to Government.	Clan or tribe of the Zamindar or Jagirdar.
			Rs.	
		Chanda Zamindaris.		
45	Chanda.	Chandala	90	Raj-Gond.
46		Potegaon	135	Do.
47		Gilgaon	240	Do.
48		Pai-muranda	450	Do.
49		Khutgaon	500	Do.
50		Jharapapra	250	Halba.
51		Ahiri	6,000	Raj-Gond.
52		Sonsari	380	Halba.
53		Gewardha	1,850	Pathan.
54		Palasgarh	1,500	Raj-Gond.
55		Sirsundi	150	Do.
56		Kotgal	300	Khatulwar-Gond.
57		Ranji	800	Maria-Gond.
58		Muramgaon	250	Raj-Gond
59		Bhanora	500	Do.
60		Dudhmala	125	Do.
		Total	13,520	
		Chhattisgarh Zamindaris.		
61	Raipur.	Bindra-Nawagarh	30,000	Raj-Gond.
62		Khariar	21,000	Chouhan Rajput
63		Narra	900	Kanwar.
64		Deori	2,750	Binjwar.
65		Suarmar	6,250	Gond.

List of Zamindaris and Jagirs—contd.

Serial No.	District.	Name of Zamindari or Jagir.	Amount of present *Takoli* paid to Government.	Clan or tribe of the Zamindar or Jagirdar.
			Rs.	
		Chhattisgarh Zamindaris—contd.		
66	Raipur—contd.	Kauria	12,500	Raj-Gond.
67		Fingeshwar	12,000	Do.
68		Phuljhar	15,000	Do.
69		Bilaigarh }	7,000	Gond.
70		Katgi }		
71		Bhatgaon	2,800	Binjya.
		TOTAL	1,10,200	
72	Drug.	Gunderdehi	12,500	Raj-Kanwar.
73		Khujji	4,250	Pathan.
74		Dondi-Lohara	13,500	Gond.
75		Thakurtola	2,700	Dhur-Gond.
76		Gandai	10,000	Gond.
77		Barbaspur	3,100	Do.
78		Silheti	2,500	Dhur-Gond
79		Sahaspur-Lohara	13,500	Gond.
80		Parpori	5,500	Do.
81		Aundhi	450	Raj-Gond.
82		Panabaras	4,500	Do.
83		Koracha	550	Gond.
84		Ambagarh Chauki	6,420	Do.
		TOTAL	79,470	

List of Zamindaris and Jagirs—contd.

Serial No	District.	Name of Zamindari or Jagir.	Amount of present *Takoli* paid to Government.	Clan or tribe of the Zamindar or Jagirdar.
			Rs.	
		Chhattisgarh Zamindaris—contd.		
85	Bilaspur.	Pandaria	33,976	Raj-Gond.
86		Kanteli	3,486	Do.
87		Pendra	13,000	Kanwar.
88		Matin	5,000	Do.
89		Kenda	5,750	Do.
90		Lapha	6,453	Do.
91		Uprora	3,500	Do.
92		Chhuri	10,500	Do.
93		Korba	23,000	Do.
94		Champa	10,000	Do.
95		Malkharoda	*	Rajput.
		TOTAL	1,14,665	
		Chhindwara and Hoshangabad Jagirs.		
96	Chhindwara.	Harrai	2,420	Gond.
97		Sonpur	2,380	Do.
98		Batkagarh	2,230	Do.
99		Bardagarh	975	Do.
100		Gorpani	340	Do.
101		Gorakhghat	110	Do.
102		Partabgarh Pagara	5,120	Do.
103		Pachmarhi	900	Mawasi (Korku).
104		Almod	510	Gond.
		TOTAL	14,985	

* Held free of revenue in perpetuity.

List of Zamindaris and Jagirs—concld.

Serial No.	District.	Name of Zamindari or Jagir.	Amount of present *Takoli* paid to Government.	Clan or tribe of the Zamindar or Jagirdar.
			Rs.	
		Chhindwara and Hoshangabad Jagirs—contd.		
105	Hoshangabad	Chhater	600	Raj-Gond.
106	Hoshangabad	Bariam Pagara	258	Mawasi.
		TOTAL .	858	
		GRAND TOTAL .	5,76,978	

No. I.

TREATY with the RAJAH of BERAR in 1781.

Whereas a friendship is firmly established betwixt Maharajah Madajee Boosla and the English, the following Articles are accordingly settled by Syna Bahadur through Rajah Ram Pundit :—

1st.—The Rajah Syna Bahadur shall send 2,000 good and effective horse along with Colonel Pearse to assist the English in the war against Hyder Naig; that the officer commanding them shall act under the order of the said Colonel, or the officer who shall command the Bengal troops in the Carnatic; and that they shall receive from the officer who shall command the Bengal troops in the Carnatic an allowance for their support at the rate which hath been settled in a separate paper by the Governor-General and Council and Rajah Ram Pundit, month by month, in the same proportion as the English troops shall receive their pay.

2nd.—That the army of Rajah Syna Bahadur will immediately leave Orissa, and march in an expedition against Gurrah Mundelah; let the Governor-General and Council of the English, from a regard to the friendship which subsists betwixt the family of Bhosilah and the English, give orders that an English officer with a body of the troops, now stationed in Hindostan, may march from that quarter to assist the Rajah in the above-mentioned expedition, and having reduced Gurrah Mundelah, establish immediately the Rajah's garrisons there.

3rd.—That in order that the friendship betwixt the family of Maharajah Madajee Boosla and the English may daily be strengthened and augmented, let the Governor-General and Council for the present send a trusty person to Nagpore, and hereafter the Dewan Deogur Pundit will come from that place and have an interview with the Governor-General, when, with their mutual advice and approbation, the desires and demands of both parties will be adjusted and settled.

4th.—That if it should happen from particular circumstances that an interview betwixt Deogur Pundit and the Governor-General cannot take place, in that case the desires and demands of both parties may be settled at Nagpore by the intervention of a trusty person, and the bonds of friendship shall be so firmly established betwixt the family of Bhosilah and the English that no infraction or injury can ever by any means happen to them.

Account of the monthly expense of the troops to be sent along with Colonel Pearse.

Two thousand sowars or horse, at Rupees 50,000 per month for each 1,000, making altogether 1 lakh of rupees per month.

Dated 8th Rubbee-ul-Sani, in the 22nd year of the Reign.

The said allowance shall commence from the time of the troops leaving Cuttack and when they shall have finished the service, and having received their dismissal

from the Commander of the English troops, they shall return to their own country. their pay shall be continued according to the number of munzils or day's journeys which they may be from the place of their dismission to the city of Cuttack.

No. II.

TREATY of PEACE between the HONORABLE ENGLISH EAST INDIA COMPANY and their ALLIES on the one part, and SENAH SAHEB SOUBAH RAGHOJEE BHOOSLA on the other, settled by MAJOR-GENERAL WELLESLEY on the part of the HONORABLE COMPANY and their ALLIES, and by JESWUNT RAO RAMCHUNDER on the part of SENAH SAHEB SOUBAH RAGHOJEE BHOOSLA; who have each communicated to the other their full powers,—1803.

ARTICLE 1.

There shall be perpetual peace and friendship between the Honorable Company and their Allies on the one part, and the Senah Saheb Soubah Raghojee Bhoosla on the other.

ARTICLE 2.

Senah Saheb Soubah Raghojee Bhoosla cedes to the Honorable Company and their Allies, in perpetual sovereignty, the Province of Cuttack, including the Port and District of Balasore.

ARTICLE 3.

He likewise cedes to the Honorable Company and their Allies, in perpetual sovereignty, all the territories of which he has collected the revenues in participation with the Soubah of the Deccan, and those of which he may have possession which are to the westward of the River Wurdah.

ARTICLE 4.

It is agreed that the frontier of Senah Saheb Soubah towards the territories of His Highness the Soubah of the Deccan shall be formed to the west by the River Wurdah from its issue from the Injardy hills to its junction with the Godavery.

The hills on which are the Forts of Nernallah and Gouelghur are to be in the possession of Senah Saheb Soubah, and everything south of those hills, and to the west of the River Wurdah, is to belong to the British Government and their Allies.

ARTICLE 5.

Districts amounting to four lakhs of rupees per annum contiguous to, and to the south of the Forts of Nernallah and Gouelghur, are to be given over to Senah Saheb Soubah. Those districts are to be fixed upon by Major-General Wellesley and delivered over to Senah Saheb Soubah at the same time with the forts.

ARTICLE 6.

Senah Saheb Soubah, for himself, his heirs and successors, entirely renounces all claims of every description on the territories of the British Government and their Allies, ceded by the 2nd, 3rd, and 4th Articles, and on all the territories of His Highness the Soubah of the Deccan.

ARTICLE 7.

The Honorable Company engage that they will mediate and arbitrate according to the principles of justice, any disputes or differences that may now exist or may hereafter arise between the Honorable Company's Allies, Secunder Jah Bahadur, his heirs and successors, and Rao Pundit Purdhan, his heirs and successors respectively, and Senah Saheb Soubah.

ARTICLE 8.

Senah Saheb Soubah engages never to take or retain in his service any Frenchmen, or the subject of any other European or American Power, the Government of which may be at war with the British Government, or any British subject, whether European or Indian, without the consent of the British Government. The Honorable Company engage on their part, that they will not give aid or countenance to any discontented relations, Rajahs, Zemindars, or other subjects of Senah Saheb Soubah who may fly from or rebel against his authority.

ARTICLE 9.

In order to secure and improve the relations of amity and peace hereby established between the Governments, it is agreed that accredited Ministers from each shall reside at the court of the other.

ARTICLE 10.

Certain Treaties have been made by the British Government with feudatories of Senah Saheb Soubah. These Treaties * are to be confirmed. Lists of the persons with whom such Treaties have been made will be given to Senah Saheb Soubah, when this Treaty will be ratified by His Excellency the Governor-General in Council.

ARTICLE 11.

Senah Saheb Soubah hereby renounces for himself, his heirs and successors, all adherence to the confederacy formed by him and Dowlut Rao Scindia and other Mahratta Chiefs, to attack the Honorable Company and their Allies. He engages not to assist those Chiefs if the war with them should still continue.

* *Vide* Treaties with Tributary and Feudatory States of Orissa, Vol. II., Part III. The Rajah manifested the utmost reluctance to ratify this clause, and it was only under the threat of renewed hostilities that he consented to sign the lists.

ARTICLE 12.

This Treaty of Peace is to be ratified by Senah Saheb Soubah within eight days from this time, and the ratification is to be delivered to Major-General Wellesley, at which time the orders for the cession of the ceded territories are to be delivered, and the troops are to withdraw. Major-General Wellesley engages that the Treaty shall be ratified by His Excellency the Most Noble the Governor-General in Council, and that the ratification shall be delivered in two months from this date.

Done in Camp at Deogaum, this 17th December 1803, answering to the 2nd Ramzan 1213 Fazali.

Ratified by the Governor-General and Council on the 9th January 1804.

No. III.

TRANSLATION of an ENGAGEMENT for the restitution of the Provinces of SUMBULPORE and PATNA by the BRITISH GOVERNMENT to RAJAH RAGHOOJEE BHOOSLAH SAINA SAHEB SOOBAH BAHADOOR, dated 24th August 1806, corresponding with the 9th of Jemmaudee-Oossannee, 1221 Hijree.

Adverting to the relations of harmony and friendship subsisting between the British Government and Maharajah Raghoojee Bhooslah, the Honorable Sir George Hilaro Barlow, Baronet, Governor-General, agrees to restore to Maharajah Raghoojee Bhooslah all the territory of Sumbulpore and Patna which was ceded by the Maharajah to the Honorable English Company, with the exception of the territory of Rajah Joojar Sing, according to the following Schedule. The British Government hereby renounces all future claim whatsoever to the undermentioned Pergunnahs, and the Maharajah shall possess the same degree of sovereignty over them as he possesses over the rest of his dominions.

SCHEDULE.

NAMES OF PERGUNNAHS OF SUMBULPORE.

Sumbulpore.	Burgurh.	Boomra.
Sonepore.	Suktee.	Bonee.
Saurungurh.	Lerakole.	Gangpoor.

NAMES OF PERGUNNAHS OF PATNA.

Patna.	Nawagurh.	Tonageer.
Khauss Patna.	Ghureeband.	Borsambur.

The territory of Rajah Joojar Sing shall continue to be incorporated with the British dominions. The Maharajah on his part hereby renounces all future claim to the territory of Rajah Joojar Sing, and further engages never to make any pecuniary demand on that territory or to exercise any authority over it. If at any time, Rajah Joojar Sing, with a view to excite disturbance, shall either attack the country of Maharajah Raghojee Bhooslah or enter into any collusion with the zemindars of the Maharajah's territory for the purpose of making war upon the Maharajah, the Maharajah shall report the same to the Honorable the Governor-General in Council, who will duly enquire into the circumstances of the case, and if such acts should be proved against Rajah Joojar Sing, his country shall be separated from the British dominions, and the Maharajah shall be at liberty, with the consent of the British Government, to march his troops against the said Rajah Joojar Sing. The Governor-General will not in any manner encourage or afford him protection. On the other hand, the Maharajah and his officers shall not, without the consent of the British Government make war in any manner upon Rajah Joojar Sing or offer any molestation to him. If, however, Rajah Joojar Sing shall be found guilty of any outrages, in that case Roygurh shall be separated from the Company's dominions, and annexed to those of the Maharajah, in the same manner as Sumbulpore and Patna.

It is hereby agreed that a copy of this Treaty, ratified by the Governor-General in Council, shall be transmitted from Fort William in the space of two months and eleven days from this date.

Ratified by the Governor-General in Council on the 2nd October 1806.

No. IV.

TREATY of PERPETUAL DEFENSIVE ALLIANCE between the HONORABLE ENGLISH EAST INDIA COMPANY and HIS HIGHNESS MAHARAJAH PURSOJEE BHOOSLAH, his heirs and successors, settled with RAJAH MOODHAJEE BHOOSLAH, exercising with plenary powers all the functions of GOVERNMENT, on behalf of the said MAHARAJAH, by RICHARD JENKINS, Esq., Resident at the Court of His Highness, by virtue of the powers delegated to him by the RIGHT HONORABLE FRANCIS, EARL of MOIRA, K.G., one of HIS BRITANNIC MAJESTY'S Most HONORABLE PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL, appointed by the HONORABLE the COURT of DIRECTORS of the said HONORABLE COMPANY to direct and control all their affairs in the East Indies,—1816.

Whereas, by the blessing of God, the relations of peace and friendship have uninterruptedly subsisted for a length of time between the Honorable English East India Company and the State of Nagpore, the powers aforesaid, adverting to the complexion of the times, have determined, with a view to the preservation

of peace and tranquillity, and to the security of their rights and territories, and those of their allies and dependents, to enter into the defensive alliance on the terms specified in the underwritten Articles.

ARTICLE 1.

The peace, union, and friendship, so long subsisting between the two States, shall be promoted and increased by this Treaty, and shall be perpetual. The friends and enemies of either shall be the friends and enemies of both, and the contracting parties agree, that all the former Treaties and Agreements between the two States now in force, and not contrary to the tenor of this Engagement, shall be confirmed by it.

ARTICLE 2.

If any Power or State whatever shall commit any act of unprovoked hostility or aggression against Maharajah Pursojee Bhooslah, and, after due representation, shall refuse to enter into amicable explanation, or shall deny the just satisfaction or indemnity which the contracting parties shall have required, then the contracting parties will proceed to concert and prosecute such further measures as the case shall appear to demand. For the more distinct explanation of the true intent and effect of this Agreement, the Governor-General in Council, in behalf of the Honorable Company, hereby declares that the British Government will never permit any Power or State whatever, in which description is included the tribe of Pindarries, to commit with impunity any act of unprovoked hostility or aggression against the rights and territories of Maharajah Pursojee Bhooslah, but will at all times maintain and defend the same in the same manner as the rights and territories of the Honorable Company are now maintained and defended.

ARTICLE 3.

In conformity to the spirit of complete alliance and indemnity of interests, established by the provisions of the preceding Articles, and in return for the obligation which the British Government has thereby imposed upon itself, to protect and defend the State of Nagpore, against all enemies, the Maharajah agrees not only to employ the utmost effort of his military power and resources, in conjunction with those of the British Government, for the purpose of assisting to repel acts of hostility or aggression directed against the State of Nagpore, but also to consider the forces and resources of his Government to be applicable to the utmost practicable extent on occasions on which the British Government may be engaged in operations for the defence of the territories of its allies, Their Highnesses the Nawab Sekunder Jah, Soobahdar of the Deccan, and the Peishwa, Rao Pundit Purdhan, as well as generally to aid the British Government as far as his power and resources will admit, in any contest in which the British Government may at any time be engaged for the defence of its own rights and those of its allies.

ARTICLE 4

With a view to fulfil this Treaty of defensive alliance, Maharajah Pursojee Bhooslah agrees to receive, and the Honorable East India Company to furnish, a permanent subsidiary force of British troops, consisting of not less than one regiment of Native cavalry, six battalions of Native infantry, one complete company of European artillery, and one company of pioneers with the usual proportion of field pieces attached, and with the proper equipment of warlike stores and ammunition, which force shall be accordingly stationed in perpetuity in the Maharajah's territories. It is moreover agreed that, with the reserve of two battalions of sepoys which are to remain near His Highness' person, the residue of the force shall be posted in such a situation near the south bank of the Nerbudda as may be chosen by the British Government and with liberty to move in any direction necessary through His Highness' territories, as well as to have the privilege of changing its position in case it shall be so determined on, the Maharajah's Government being previously consulted in the latter case. In the event, however, of its being deemed advisable by the British Government, at any time, that one of the two battalions of sepoys, which it is above provided are to remain near His Highness' person, should join the force stationed near the Nerbudda, the said Maharajah will make no objection, but the force near His Highness' person shall never consist of less than one battalion.

ARTICLE 5.

The Maharajah hereby engages to pay to the Honorable Company, from His Highness' treasury at Nagpore, according to the two under-mentioned equal and half-yearly instalments, punctually and without demur or hesitation the annual sum of seven lakhs and fifty thousand Nagpore Rupees of the present standard value, being the estimated additional charge of the field establishment of the force described in the preceding Article.

The following are the instalments :—

	Rs.
1st December	3,75,000
1st June	3,75,000
Rupees .	7,50,000

ARTICLE 6.

The contracting parties will hereafter take into consideration the expediency of commuting the pecuniary payment settled by the 5th Article for a cession of territory on the part of Maharajah Pursojee Bhooslah, and whatever arrangement may be thus determined upon, by mutual consent, shall be adopted. In the event likewise of any failure or delay ever occurring in the punctual discharge of the sum in question, according to the instalments above specified, the British Government

shall be entitled to require, and His Highness will without hesitation agree to cede, territory in lieu of the whole of the subsidy, the situation of which territory will be then fixed according to mutual convenience. But it is understood that the British Government claims no right to demand a cession of territory, as long as the pecuniary payments are punctually discharged.

ARTICLE 7.

Whenever it may be found expedient for any temporary purpose to employ within the Maharajah's territory any troops belonging to the Honorable Company, exceeding the amount of the subsidiary force as fixed by the 4th Article, no objection shall be made on the part of the Maharajah, and the British Government on its part engages that the Maharajah shall not be charged with any additional expense on account of such extra troops.

ARTICLE 8.

The Maharajah grants full permission for the purchase of supplies of every description for the use of the subsidiary force in all parts of His Highness' territory. Grain and all other articles of consumption, and provisions, and all sorts of materials for wearing apparel, together with the necessary number of cattle, horses, and camels, required for the use of the subsidiary force, shall be entirely exempted from duties, and the Commanding Officer and Officers of the said subsidiary force shall be treated in all respects in a manner suitable to the dignity and greatness of both States. The subsidiary force will at all times be ready to execute services of importance, such as the protection of the person of the Maharajah, his heirs and successors, the overawing and chastisement of rebels, or exciters of disturbance in His Highness' dominions, and due correction of his subjects or dependents, who may withhold payment of the Sirkar's just claims, but it is not to be employed on trifling occasions, nor like Sebundy to be stationed in the country to collect the revenues, nor in levying contributions in the manner of Moolukgeeree.

ARTICLE 9.

Inasmuch as by the present Treaty the British Government engages to maintain and defend the rights and territories of Maharajah Pursojee Bhooslah in the same manner as the rights and territories of the Honorable Company are now maintained and defended, and as the object of the present alliance is purely and exclusively of a defensive nature, the Maharajah consequently engages never to commit any act of hostility or aggression against Their Highnesses the Nizam and the Peishwa, or any of the Honorable Company's allies or dependents, or against any other Power or State whatever, and in the event of differences arising, whatever adjustment the Company's Government, weighing matters in the scale of truth and justice, may determine, shall meet with full approbation and acquiescence

ARTICLE 10.

As by the present Treaty the union and friendship of the two States is so firmly cemented that they may be considered as one and the same, the Maharajah engages neither to commence nor to pursue in future any negotiations with any other State whatever, without giving previous notice to and entering into mutual consultation with, the Company's Government; and the British Government on its part hereby declares, that it has no manner of concern with any of the Maharajah's children, relations, dependents, subjects, or servants, with respect to whom the Maharajah is absolute.

ARTICLE 11.

Whereas it is incumbent on the Maharajah to be prepared to unite with the British Government to the utmost extent of his power and resources in the protection and defence of his rights and territories, against all external and internal enemies, and whereas by the 3rd Article of this Treaty, the Maharajah engages not only to fulfil that obligation, but also to assist the British Government as far as may be practicable on occasions on which that Government may be compelled to exert its power in the defence of its own rights and those of its allies, the Maharajah engages, with a view to fulfil these obligations, to maintain, at all times, in a state of efficiency, and fit for active service, a force consisting of not less than three thousand cavalry, and two thousand infantry, with the necessary equipments of guns and warlike stores; which force shall be employed on occasions of actual service in the manner that may be pointed out by the Officer Commanding the British subsidiary force. In the same manner, in the event of any part of the forces of the Maharajah being required to act in conjunction with a British force beyond the limits of His Highness' territories, the former shall be employed under the orders and directions of the Commanding Officer of the latter. It is, moreover, declared that, in addition to the force of cavalry and infantry which the Maharajah is bound by this Article perpetually to maintain, His Highness will keep up as large a number of troops as may be necessary, and as the resources of his Government may enable him to support, and that on all necessary occasions, he will be ready to assist the British Government with the whole of his forces.

ARTICLE 12.

Maharajah Pursojee Bhooslah agrees to attend and conform to whatever advice and recommendation may from time to time be offered by the British Resident at His Highness' Court on all points connected with the due support and equipment of the force, consisting of three thousand cavalry and two thousand infantry, which by the 11th Article, the Maharajah engages permanently to maintain, which advice and recommendation will extend to the regularity and sufficiency of the pay and good quality of the accoutrements, horses, arms, etc., of the troops composing the said force, and to the general discipline of the whole. His Highness

further agrees to afford without excuse or hesitation to the Resident any evidence that he may at any time require of the actual existence of the force in question in a state of efficiency for active service; and whenever the Resident may require it, His Highness will permit the said force to be mustered, inspected, and reviewed personally either by the Resident or by the Officer Commanding the subsidiary force.

ARTICLE 13.

Inasmuch as by the present Treaty of defensive alliance, the ties of union are so closely drawn that the interests of the two States are become identified, it is agreed that on occasions on which it may be deemed expedient and necessary for the general defence of the Deccan, or for the suppression of disorders, the British subsidiary force serving with the Maharajah shall be permitted, at the direction of the British Government, to be employed in the Province of Berar, in co-operation with the subsidiary force of Hyderabad, and also in other territories adjacent to the Maharajah's dominions; provided, however, that by such temporary employment of the force stationed with the Maharajah, His Highness' territories shall not be exposed to serious danger, and that the force stationed near His Highness' person shall never be less than one battalion of sepoys.

ARTICLE 14.

The British Government agrees not to give aid or countenance to any discontented subjects or dependents of the Maharajah, or any members of His Highness' family, or relations or servants of His Highness, who, in like manner, engages to refuse protection to any persons who may be in a state of rebellion against the British Government or its allies, or to any fugitives from their respective territories.

ARTICLE 15.

This Treaty, consisting of fifteen Articles, being this day settled by Richard Jenkins, Esquire, with Rajah Moodhojee Bhooslah, on the part of Maharajah Pursojee Bhooslah, Mr. Jenkins has delivered one copy thereof in English, Mahratta, and Persian, signed and sealed by himself to the said Rajah Moodhojee Bhooslah, who on his part has also delivered one copy of the same duly executed with the seal and signature of Maharajah Pursojee Bhooslah, and with his own seal and signature; and Mr. Jenkins, by virtue of official authority given to him in that behalf by the Right Honorable the Governor-General in Council, hereby declares the said Treaty to be in full force from the date hereof, and engages to procure and deliver to His Highness in the space of forty days a ratified copy of the same under the seal of the Honorable Company, and the signature of the Right Honorable the Governor-General in Council, on the delivery of which the Treaty executed by Mr. Jenkins shall be returned. But the subsidiary force specified in the 4th Article shall be immediately furnished by the Honorable Company, and all the other Articles of this Treaty shall be in full force from this time.

Signed, sealed, and exchanged at Nagpore, the twenty-seventh day of May in the year of our Lord One Thousand Eight Hundred and Sixteen, answering to the Twenty-eighth of Jumadoossanee, in the year of the Hijera One Thousand Two Hundred and Thirty-one.

Ratified by His Excellency the Right Honorable the Governor-General in Council, at Fort William in Bengal, this 15th day of June 1816.

J. Adam,
Secretary to Government.

No. V.

Provisional Agreement concluded between the Honorable Company and Maharajah Moodhajee Bhonsla, by Mr. Jenkins on the part of the Honorable Company, and Nago Pundit and Narrain Pundit on the part of His Highness,—1818.

Article 1.

The Rajah retains his Musnud until the pleasure of the Governor-General is known on the following conditions.

Article 2.

The Rajah consents to cede his territories north of the Nerbuddah, as well as all those on the southern bank, also Gawilegurh and his territories in Berar and Sirgoojah and Jushpore, in lieu of the former subsidy and contingent.

Article 3.

The affairs of the Government, Civil and Military, shall be settled and conducted by Ministers in the confidence of the British Government according to the advice of the Resident, and His Highness with his family will reside in his palace in the city of Nagpore under the protection of the British troops.

Article 4.

The subsidy shall be paid up and shall continue to be paid until a final settlement.

ARTICLE 5.

Any forts in His Highness' territory which the British Government may wish to occupy shall immediately be given up to the British troops.

ARTICLE 6.

The principal persons concerned in resisting His Highness' orders on the 16th of December and since shall receive no favour, but be punished, and, if possible, be seized and delivered up to the British Government.

ARTICLE 7.

The two hills of Seetabuldee with the bazaars and land adjoining, to a distance to be hereafter specified, shall be henceforth included in the British boundary, and such military works erected as may be deemed necessary.

Done at Nagpore this 6th day of January 1818 A.D., corresponding to the 28th of Suffer 1233 A.H.

No. VI.

TREATY of PERPETUAL FRIENDSHIP and ALLIANCE between the HONORABLE EAST INDIA COMPANY and HIS HIGHNESS MAHARAJAH RAGHOJEE BHOOSLAH, his heirs and successors, settled by RICHARD JENKINS, ESQUIRE, Resident at the Court of His Highness, by virtue of the powers delegated to him by the RIGHT HONORABLE WILLIAM PITT, LORD AMHERST, one of HIS BRITANNIC MAJESTY'S MOST HONORABLE PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL, appointed by the HONORABLE COMPANY to direct and control all their affairs in the EAST INDIES,—1826.

Whereas a Treaty of perpetual defensive alliance, consisting of fifteen Articles, was concluded at Nagpore between the Honorable East India Company and the State of Nagpore, under date the 27th May 1816, corresponding with the 28th of Jumadoossanee, in the year of Hijri 1231 ; and whereas during the subsistence of that Treaty in full force, in violation of public faith and of the laws of nations, an attack was made by Rajah Moodhajee Bhooslah on the British Resident and the troops of his ally stationed at Nagpore for the said Rajah's protection, thereby dissolving the said Treaty, annulling the relations of peace and amity between the two States, placing the State of Nagpore at the mercy of the British Government, and the Maharajah's Musnud at its disposal ; and whereas the British Government, still lecting the former close alliance, consented to restore the relations of amity and friendship and to replace His Highness on the Musnud ; and whereas in utter forgetfulness of this lenity, and in disregard of every principle of faith and honor Appah Saheb entered into fresh concert with the enemies of the British

Government, that Government was consequently compelled to remove him from the Musnud; and Maharajah Raghojee Bhooslah having succeeded to the same by the favour of the said Government, the following Treaty is concluded between the States :—

ARTICLE 1.

All Articles of the Treaty concluded at Nagpore, on the 27th of May 1816, which are not contrary to the tenor of the present engagement, are hereby confirmed.

ARTICLE 2.

Although the Rajah assumes, with the permission of the British Government, the title and ensigns of Sena Saheb Soobah, which have been held by former Rajahs of Nagpore, he hereby renounces for ever for himself and successors all dependence upon or connection with the Rajah of Sattarah or other Mahratta powers, and agrees to relinquish all ceremonies and observances whatever referring to the dignity of Sena Saheb Soobah.

ARTICLE 3.

By the 10th Article of the Treaty of Nagpore it is agreed that the Maharajah is neither to commence nor to pursue any negociation with any other State whatever, without giving previous notice to and entering into mutual consultation with the Company's Government. In order to the more effectual fulfilment of this Article, Maharajah Raghojee Bhooslah hereby agrees neither to maintain vakeels or other agents at the Courts of any Foreign State whatever nor to permit the residence of vakeels or other agents from any such State at his Court; and His Highness further engages to hold no communication with any power whatever, except through the Resident or other Minister of the Honorable Company's Government residing at His Highness' Court.

ARTICLE 4.

By the 4th Article of the Treaty of Nagpore, it was agreed that, with the reserve of two battalions of sepoys which were to remain near the Rajah's person, the residue of the subsidiary force which the British Government thereby agreed to furnish should be posted in such a situation near the south bank of the Nerbudda as might be chosen by the British Government. By the present Article it is agreed that the British Government shall be at liberty in future to station its troops in any part of the Rajah's territories, as it may deem necessary for their protection and the maintenance of tranquillity; and also to decide upon the number of troops to be so maintained, whether greater or smaller than the amount of the subsidiary force before fixed.

ARTICLE 5.

The late Rajah Moodhajee Bhooslah, commonly called Appa Saheb, agreed to cede to the Honorable Company certain territories for the payment of the ex-

penses of the permanent military force maintained by the British Government in His Highness' territories, and in lieu of the subsidy of 7,50,000 Rupees formerly paid by the said Rajah, and of the contingent he was bound to maintain by the former Treaty. These territories, as detailed in the Schedule annexed to this Treaty, shall remain for ever under the dominion of the Honorable Company. His Highness Maharajah Raghojee Bhooslah hereby expressly renounces all claims and pretensions of whatever description on the territories aforesaid, and all connection with the Chiefs and Zemindars or other inhabitants of them. The British Government on its part hereby guarantees the rest of the dominions of the Nagpore State to Maharajah Raghojee Bhooslah, his heirs and successors.

ARTICLE 6.*

As it may be found that some of the territories ceded to the British Government in the foregoing Article would, from their situation, be more conveniently attached to the territories of the Nagpore State, His Highness agrees that such exchanges of talooks and lands shall be made hereafter on terms of a fair valuation of their respective revenues as may be necessary for the convenience of both parties; and it is agreed and covenanted that the territories to be assigned and ceded to the Honorable Company by the 5th Article, or in consequence of the exchange stipulated eventually in this Article, shall be subject to the exclusive management of the said Company and their officers.

ARTICLE 7.

The British Government undertook, during the Rajah's minority, the settlement and management of the whole of the country reserved to His Highness, and the general direction of his affairs in His Highness' name, and on his behalf; His Highness' nonage, according to Hindu law and usage, being now expired, the powers of Government and the administration of his dominions under the several conditions and exceptions hereinafter specified are declared to be vested in the Rajah.

ARTICLE 8.

For the more complete and effectual fulfilment of this intention and object of the 11th Article of the Treaty of 27th May 1816, the military force of the State of Nagpore, with the exception of a small body of infantry and horse, which may be maintained with the sanction of the British Government for the Rajah's personal retinue, and the requisite Sebundies for the police and collection of revenue (to be subject to the same sanction with regard to their numbers, description, and employment) shall always remain under the authority of the British Government, and at its disposal for His Highness' benefit, and sufficient funds shall be permanently appropriated for its regular payment from His Highness' resources.

* This Article was cancelled in 1830.

ARTICLE 9.

The districts of Deoghur above the Ghauts, Chandah, Loujhee, and Chutteesgurh, and their dependencies, together with some additional districts, yielding altogether a clear net revenue of seventeen lakhs of rupees per annum will, for the present, be retained under the management of European Superintendents acting for the Rajah, but subject to the orders of the British Resident, to provide funds for the payment of the military establishments referred to in the preceding Article, and for the civil expenses of the said districts. A true and faithful account of the revenue and the produce of the said districts, and of the military and civil disbursements, shall be rendered to His Highness, and any surplus remaining after payment of the above charges shall be paid into His Highness' treasury.

The rest of His Highness' territories, including the city of Nagpore, shall be replaced under the direct administration of His Highness and his Ministers, the British superintendence being gradually withdrawn; and it is hereby further declared, that whenever the state of the district, retained under British superintendence under this Article, and the success of His Highness' management in the country now transferred to him, shall appear to the British Government to justify such a measure, the districts excepted in this Article shall also be restored to the direct management of the Rajah, His Highness appropriating sufficient funds from his resources for the payment of the military force, and the British Government remaining the medium of conducting all affairs with the tributary Chiefs and Zemindars of the country.

ARTICLE 10.

In the management of the country transferred to the Rajah's immediate authority by the preceding Article, and in that of the excepted districts when restored to His Highness' control, Rajah Raghojee Bhooslah hereby promises to pay at all times the utmost attention to such advice as the British Government shall judge it necessary to offer him with a view to the economy of his finances, the better collection of his revenue, the administration of justice and police, the extension of commerce, the encouragement of trade, agriculture and industry, or any other objects connected with the advancement of His Highness' interests, the happiness of his people, and the mutual welfare of both States, and always to conduct the affairs of his Government by the hands of Ministers in the confidence of the British Government, and responsible to it as well as to His Highness in the exercise of their duties in every branch of the administration.

His Highness specifically agrees to adopt such regulations and ordinances as may be suggested by the British Government through its representative at His Highness' Court for ensuring order, economy, and integrity in every department of his Government, and the engagements and settlements which have been or may be concluded with the putels and ryots or others in his name through the intervention of British Agents shall be faithfully maintained and acted upon. The civil establishments of the Government, the appointment of persons to fill them, and the expenditure on account of those establishments, as well as of His

Highness' Court and household, shall be fixed and continued according to the advice of the British Government; and the Resident shall be at all times at liberty to inspect and investigate the accounts of the receipts and disbursements of the Government in every branch, as well as to have access to the treasury, in order to be assured of the actual state of the finances.

ARTICLE 11.

If it shall be necessary for the protection and defence of the territories of the contracting parties, or either of them, that hostilities shall be undertaken or preparations made for commencing hostilities against any State or Power, Rajah Raghojee Bhooslah agrees to contribute towards the discharge of the increased expense incurred by the augmentation of the military force and the unavoidable charges of the war, such a sum as shall appear to the British Government, on an attentive consideration of the means of His said Highness, to bear a just and reasonable proportion to the actual net revenue of His said Highness.

ARTICLE 12.

And whereas the interests and reputation of the contracting parties require that the prosperity of His Highness' dominions should be increased and perpetuated by the operations of this Treaty, and it is indispensable that effectual and lasting security should be provided for the welfare and happiness of the people and against any failure in the funds destined to defray the expenses of His Highness' permanent military establishment in the time of peace, as well as to secure an eventual surplus for the purpose mentioned in the 11th Article, it is hereby stipulated and agreed between the contracting parties that if, from the mismanagement of His Highness' Officers, and from the neglect of the advice and suggestions of the British Government, on the part of His Highness, the British Government shall have reason to apprehend at any future period, a failure in the funds so destined, or a deterioration, instead of the expected improvement in His Highness' resources, and in the condition of the people, the British Government shall be at liberty and shall have full power and right to assume and bring under the direct management of the servants of the British Government such part or parts of the territorial possessions of His Highness, as shall appear to the said Government necessary to render the funds efficient and available either in time of peace or war, or the whole, should the welfare of the country require it.

ARTICLE 13.

It is hereby further agreed that, whenever the British Government shall signify to the said Maharajah Raghojee Booslah, that it is become necessary to carry into effect the provision of the 12th Article, His said Highness shall immediately issue orders to his amils or other officers for placing the territories required under the exclusive authority and control of the said Government, and in case His Highness shall not issue such orders within ten days from the time when the application shall have been formally made to him, then the British Government shall

be at liberty to issue orders by its own authority for assuming the collections and management of the said territories. Provided always that whenever and as long as any part of His said Highness' territories shall be placed and shall remain under the exclusive authority and control of the said British Government, the said Government shall render to His Highness a true and faithful account of the revenues and produce of the territories so assumed; provided also that in no case whatever shall His Highness' actual receipt of annual income arising out of his territorial revenue be less than the fifth part of the net revenues of the whole of his territories, which amount of one-fifth of the said net revenues the British Government engages at all times to secure and cause to be paid for His Highness' use.

ARTICLE 14.

The hill of Seetabuldee and that adjacent to it, with the land and bazaars adjoining, within a boundary line which will be settled, shall be annexed to the British Residency, and the British Government shall be at full liberty to keep up the necessary works for rendering them a good military position, which have been or may be erected upon them or elsewhere within the boundary aforesaid.

The Maharajah also engages at all times to furnish such pasture land as may be required for the use of the British forces at the most convenient places adjoining to the Cantonments of the different divisions of the said forces.

ARTICLE 15.

The Maharajah also agrees that the British Government shall be at all times at liberty to garrison and occupy such fortresses and strong places within his dominions, as it shall appear to them advisable to take charge of, and that all officers and all troops, whether individually or collectively belonging to the Honorable Company, shall have free ingress to and egress from all His Highness' forts and places of strength when necessary for their safety.

ARTICLE 16.

Whenever called upon by the British Government, the Maharajah agrees to collect as many Brinjarries as possible, and to store as much grain as may be practicable in convenient places for the purpose of aiding the supplies of the armies of both States in any contest in which they may be engaged.

ARTICLE 17.

This Treaty, consisting of seventeen Articles, being settled and concluded at Nagpore, on the first day of December in the year 1826, corresponding with Jumadee 1st, in the year of the Hijeree 1242, by Richard Jenkins, Esq., with Maharajah Raghojee Bhooslah, Mr. Jenkins has delivered to the said Maharajah a copy of the same in English, Persian, and Mahratta, sealed and signed by himself, and His Highness has delivered to Mr. Jenkins another copy also in English, Persian, and Mahratta, bearing His Highness' seal and signature, and Mr. Jenkins

has engaged to procure and deliver to His Highness without delay a copy of the same duly ratified by the Right Honorable William Pitt, Lord Amherst, Governor-General, etc., etc., on the receipt of which by His said Highness the present Treaty shall be deemed complete and binding on the Honorable East India Company and on His Highness, and the copy now delivered to His said Highness shall be returned.

AMHERST.

Ratified by the Right Honorable the Governor-General in Camp, at Shahjehanpore, this thirteenth day of December, one thousand eight hundred and twenty-six A.D.

A. STIRLING,
Secretary to the Government,
In attendance on the Governor-General.

SCHEDULE

OF CESSIONS TO THE BRITISH GOVERNMENT.

1st.—Mundilla, including

1. Fort of Mundilla.
2. Burgee.

2nd.—Jubbulpore, including

1. Huwelee Gurha.
2. Suhora.
3. Sandpoor.
4. Khombee.
5. Bhunee Ban.
6. Ghosalpoor, including—
   1. Sirclee.
   2. Koca.
   3. Turwa.
   4. Ghosalpoor.
7. Punnagurh.
8. Mujholee.
9. Kemoree.
10. Bareily.
11. Bulhary.
12. Tezgurh.
13. Kusungee, etc.

Zamindary Talooks.

1. Mulumpoor.
2. Peepreea.
3. Mangurh.
4. Narayunpoor.
5. Nuwaz.
6. Wureea.
7. Signhoree Chaye.
8. Bundra.
9. Suhupoora.

3rd.—Sewnee, including

1. Sewnee.
2. Doonguraza.
3. Anu Ushta.
4. Denaahee.
5. Dungurthat.
6. Kurola.
7. Rutungee.
8. Ghinsoor.
9. Gondee.
10. Oogullee.
11. Chindee.
12. Chupara and two Khasgee villages,

4th.—Chowragurh, including

1. The Fort of Chowragurh.
2. Shapoor.
3. The Kuzba of Chougan.

5th.—Rewa, including

1. Bohurgurh.
2. Bara.
3. Sakurgurra.
4. Bahnee.
5. Sewnee.
6. Bhamboonezumala.
7. Singpoor Bara.
8. Buchaee.
9. Pilapusaee.
10. Hoosungabad.
11. Zumanee.
12. Sohagpoor.
13. Chiklee Bara.

6th.—Baitool, including

1. Kunellee Kheela Baitool.
2. Juyutgurh Amla.
3. Khundar Kirawuddee.
4. Jamnee.
5. Masud.
6. Sowhgurh.
7. Mhau-leree.

7th.—Moollages, including

1. Moottayee.
2. Saykhera.
3. Satner.
4. Patun.
5. Mundree.
6. Ashta.
7. Metaalwaree.
8. Pownee.
9. Ashner.

8th.—Sumbhulpoor, including

1. Khalsa Sumbhulpoor.
2. Chunderpoor.
3. Ambonna.
4. Kurral.
5. Ghema.
6. Hootal.
7. Burpalee.
8. Patkulda.
9. Lukunpoor.
10. Boordah.
11. Barbar Killa.
12. Phoonda.
13. Dama.
14. Saungah.
15. Sappurgurh.
16. Sarrah.
17. Coolabara.
18. Rampoora.
19. Rajepoor.
20. Pondumpoor.

Zemindaries.

1. Sumbulpoor.
2. Burgurh, including—
   - Singra.
   - Half of Botees, and
   - Half of Saragong.
3. Suktee, including—
   - Half of Botees, and
   - Half of Saragong.
4. Saringurh, including
   - Surees.
   - Suroawah.
   - Sohagpoor.
5. Gungpoor.
6. Borea.
7. Boomra.
8. Rerakole.
9. Soondpoor.

Patna and its Dependencies.

1. Patna.
2. Assee Salda.
3. Jura Singha.
4. Butata.
5. Dinkgurh.
6. Topai.
7. Teelgurh.
8. Gumleeadolah.
9. Huldee.
10. Sandakala.
11. Sarpahar.
12. Bud Punar.
13. Boy Moorda.
14. Sabe Butha.
15. Hat Kund.
16. Doombutta.

Patna Zemindaries.

1. Patna Proper.
2. Pooljher.
3. Boora Samer.
4. Ramoon.
5. Autgaon.
6. Loher Singha.
7. Kheriar.
8. Nuwagurh.
9. Dewlee.

9th.—Sohagpoor Bhugdoker.

No. VII.

REVISED ENGAGEMENT between the HONORABLE COMPANY and the RAJAH of NAGPORE,—1829.

Whereas, in view to the promotion of the welfare, dignity, and independence of the Rajah of Nagpore, and to the mutual benefit and convenience of the Honorable Company and His Highness' Government, it has been deemed expedient to alter and modify certain Articles of the Treaty of 13th December 1826, the following provisions have accordingly been arranged and concluded, on the one part by Francis B. S. Wilder, Esq., Resident at the Court of Nagpore, in the name and on behalf of the Right Honorable Lord William Cavendish Bentinck, Governor-General in Council, and on the other by Maharajah Raghojee Bhooslah, Rajah of Nagpore.

ARTICLE 1.

Articles 8 and 9 of the existing Treaty are hereby rescinded, and it is agreed that, in lieu of the obligations contracted by those Articles, the Rajah of Nagpore shall pay to the British Government an annual subsidy of Sonat Rupees eight lakhs per annum, by quarterly instalments, *i.e.*, on the 6th of September, 6th December, 6th March, and 6th June of each year; in consideration whereof the reserved districts will be given up to His Highness' management, and his army made over entirely to his own authority and disposal, the British officers employed in the Nagpore service being at the same time withdrawn. The transfer of territory is to take effect from the close of the present Nagpore Fussilee year, or 6th

June 1830. Arrangements for gradually disbanding the auxiliary force, as at present constituted, will be immediately put in train, it being of course the duty of the Rajah to provide in their room, and from his own funds, a national force adequate to the ordinary protection of his subjects and the performance of internal duties.

Article 2.

The Rajah agrees to respect and abide by the conditions of the Quinquennial Settlement, concluded with the poteils, ryots, and others by the British authorities in his name, during the period for which the several leases were contracted. His Highness also binds himself to maintain inviolate all Agreements and Engagements formed with the Gond and other Tributary Chiefs and Zemindars by British officers under the sanction and authority of the Resident.

Article 3.

Articles 10, 12, and 13 of the existing Treaty are hereby cancelled, and the following modified provisions substituted in lieu thereof. It shall be competent to the British Government, through its local representative, to offer advice to the Maharajah, his heirs and successors, on all important matters, whether relating to the internal administration of the Nagpore territory or to external concerns, and His Highness shall be bound to act in conformity thereto. If, which God forbid, gross and systematic oppression, anarchy and misrule should hereafter at any time prevail, in neglect of repeated advice and remonstrance, seriously endangering the public tranquillity and placing in jeopardy the stability of the resources whence His Highness discharges his obligations to the Honorable Company: the British Government reserves to itself the right of reappointing its own officers to the management of such district or districts of the Nagpore territory in His Highness' name, and for so long a period as it may deem necessary, the surplus receipts in such case, after defraying charges, to be paid into the Rajah's treasury.

Article 4.

Article 11 of the existing Treaty is hereby declared subject to the following modification. In lieu of the obligation it imposes, the Rajah agrees to maintain at all times, in a state of efficiency, a body of not less than one thousand of the best description of Irregular Horse, organised and disciplined after the native fashion, commanded by his own Native officers, and subject to His Highness' exclusive authority. In the event of war, this force shall be liable to serve with the British army in the field, receiving batta from the Honorable Company in compensation of the extra expense of their maintenance, whenever employed beyond the Nagpore frontier.

Article 5.

Article 15 of the existing Treaty is hereby abrogated.

ARTICLE 6.

All the other provisions and conditions of the Treaty concluded at Nagpore on the 13th December 1826, which are not affected by the above convention, are to remain in full force and effect.

ARTICLE 7.

This Engagement, consisting of seven Articles, being settled and concluded at Nagpore, on the 26th day of December 1829, corresponding with 29th Jumadilakher, in the year of the Hijeree 1245, by Francis B. S. Wilder, Esq., with Maharajah Raghojee Bhooslah, Mr. Wilder has delivered to the said Maharajah a copy of the same in English, Persian and Mahratta, sealed and signed by himself, and His Highness has delivered to Mr. Wilder another copy, also in English, Persian and Mahratta, bearing His Highness' seal and signature, and Mr. Wilder has engaged to procure and deliver to His Highness, without delay, a copy of the same duly ratified by the Right Honorable Lord William Cavendish Bentinck, Governor-General, etc., etc., etc., on the receipt of which by His Highness, the present Engagement shall be deemed complete and binding on the Honorable East India Company and on His Highness, and the copy now delivered to His said Highness shall be returned.

Given on the 26th December 1829, corresponding with the 29th Jumadilakher, 1245 Hijeree.

F. B. S. WILDER,
Resident

W. C. BENTINCK.

DALHOUSIE.

W. B. BAYLEY.

C. T. METCALFE.

Ratified by the Right Honorable the Governor-General in Council at Fort William in Bengal, the Fifteenth day of January, One Thousand Eight Hundred and Thirty.

A. STIRLING,
Secretary to Government.

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No. VIII.

Specimen Sunnud.

To

KESHEN RAO, SON of MADHO,

Sirmundloee, Sircanoongoe, Pergunnah Kusrawud.

Whereas you formerly held the office of Sirmundloee, Sircanoongoe, as a pergunnah officer, in the district of Nimar, and enjoyed certain allowances by way of ziraut, jagheer, and cash percentage on the public revenues; and *whereas* the services you rendered in that office will not in future be required by the Government; and *whereas* it has thus seemed fit to arrange for your proper maintenance in future in consideration of your previous services and present status; therefore the Governor-General in Council has been pleased to order that your ziraut and jagheer, as noted at foot hereof, continue in your possession in freehold enam, with the full power of alienation by gift, sale, adoption, or otherwise, subject to good behaviour and the annual payment into the Government treasury by half-yearly instalments of Rupees 245 as quit-rent.

In token whereof this Sunnud is granted to you this day of 1865.

No. IX.

Specimen Sunnud.

To

KESHEN RAO, SON of MADHO,

Sirmundloee, Sircanoongoe, Pergunnah Kusrawud.

Whereas you have held the office of Sirmundloee, Sircanoongoe, as a pergunnah officer, in the district of Nimar, and enjoyed certain allowances by way of ziraut, jagheer, and cash percentages on the public revenues; and *whereas* the service you rendered in that office will not in future be required by the Government; and *whereas* it has thus seemed fit to arrange for your proper maintenance in future in consideration of your previous services and present status; therefore the Governor-General in Council has been pleased to order that, in addition to freehold enam, you receive from the public Treasury the sum of Rupees 4,480-6 in half-yearly instalments, in lieu of the cash perquisites enjoyed by you; and that such pension be continued to your heirs, sons, brothers, and brothers' sons, in hereditary succession, subject to good behaviour.

In token whereof this Sunnud is granted to you this day of 1865.

No. X.

IKRARNAMAH or ENGAGEMENT between the GOVERNMENT of NAGPUR and MYPAUL DEO, RAJAH of BASTAR, and his heirs and successors, concluded on the part of the Government of NAGPUR by MAJOR P. VANS AGNEW, in virtue of powers vested in him and on the part of RAJAH MYPAUL DEO, by NARRAIN and KASIR SING DOW, in virtue of powers vested in them, —1819.

ARTICLE 1.

The Rajah Mypaul Deo acknowledges his dependence on the State of Nagpur, and on his own part and that of his heirs and successors engages to be faithful to it and to obey its orders.

ARTICLE 2.

The Government of Nagpur engages, as far as in its power, to protect the territory of Bastar.

ARTICLE 3.

The Rajah Mypaul Deo and his heirs and successors will act in subordinate co-operation with the Government of Nagpur.

ARTICLE 4.

The Rajah, his heirs and successors, will not have any connection, or enter into any negociation, or commence hostilities with other Chiefs and States without the knowledge and sanction of the Government of Nagpur, and will submit all disputes with others to its arbitration and award.

ARTICLE 5.

The Rajah of Bastar, his heirs and successors, engage to give a free passage and protection to all traders passing through their country, and not to exact any unusual or oppressive duties.

ARTICLE 6.

The Rajah of Bastar, his heirs and successors, engage that, should any of the enemies of the State of Nagpur, or any criminal, seek refuge in the territory of Bastar, they shall immediately be given up.

ARTICLE 7.

Rajah Mypaul Deo, his heirs and successors, engage to pay annually, in three equal instalments, *viz.*,—in Jilcand, Reb-el-Awul, and Rejub, to the Government of Nagpur, the usual tuckolee or tribute of 5,000 Nagpur Rupees in coin, and to depute a vakeel for this and other purposes to Chutteesgurh. It is provided, however, by this agreement that, whilst the districts of Kotepaul and its dependencies are separated from the territory of Bastar a remission of one-fifth of this tuckolee or tribute be allowed.

ARTICLE 8.

The Government of Nagpur renounces all tuckolee or tribute due by Bastar up to the end of the year Fussulee 1227, on the condition that the tuckolee for Fussulee 1228 be punctually paid.

ARTICLE 9.

This engagement of nine Articles having been concluded and signed and sealed by Major P. Vans Agnew and by Narrain and Kasir Sing Dow, the ratification of the same by the Government of Nagpur and Rajah Mypaul Deo shall be exchanged within three months from this date.

Done at Ryepore, the 30th of March 1819.

P. VANS AGNEW, *Major,*
Superintendent of Affairs in Chutteesgurh.

NARRAIN.

KASIR SING DOW.

No. XI.

KULOOLYUT executed by RAJAH JOOJHAR SING of RAIGURH, dated 25th May 1819.

Whereas a settlement in perpetuity of the whole of Raigurh, with its Tuppahs Pilka, Tarapore, and Khass Raigurh, from $\frac{1228 \text{ F.}}{1875 \text{ S.}}$ has been concluded with me, I, Rajah Joojhar Sing of Raigurh, do voluntarily agree and promise to pay, without alleging any pretext, an annual tribute of 30 gold mohurs as a mark of my allegiance to the British Government. The tribute will be paid in one instalment in the month of Cheyt.

No. XII.

KUBOOLYUT of RAJAH RAM SING, ZEMINDAR of JUSHPORE, dated 8th June 1819, A.D.

Whereas a settlement of the whole of Pergunnah Jushpore and its dependency Korea, both included within Pergunnah Sirgoojah, has been made with me by the British Government, on the payment to the Government of an annual tribute of Rupees 1,000 local currency,* I, Rajah Ram Sing, Zemindar of Pergunnah Jushpore, do hereby, of my own free will and accord, promise in presence of Captain Sinnock, Superintendent of the affairs of Sirgoojah, that I will not plead any excuse on the score of calamity, or other cause for non-payment; but according to the Kistbundee given below, I will, year by year, and instalment by instalment, pay the said tribute from the year 1876 Sumbut into the Treasury of Ranee Bishoon Koonwaree, Zemindar of Sirgoojah, through Lall Hurnath Sing, Tahsildar of the Ranee.

* Nagpur rupees, or 775 Company's rupees.

(Here comes specification of instalments.)

No. XIII.

KUBOOLYUT of RAJAH GURREB SING of KOREA, dated 24th December 1819

Whereas a settlement of Pergunnah Korea, which is my estate, has been concluded with me by Captain Sinnock, Superintendent of the Affairs of Sirgoojah, at an annual jumma of Rupees 400, "Hursunna" for 1227 F., I freely and of my own accord engage to pay annually the above sum as Malgoozaree to the British Government, kist by kist, according to the sub-joined Kistbundee. I will plead no excuse for non-payment.

(Specification of kists here given.)

No. XIV.

SPECIMEN SUNNUDS granted to the ZEMINDARS of DEOGURH.

TRANSLATION of a SUNNUD granted in the name and on the part of SREEMUNT MAHARAJ RAJAH SREE SEWAH SAHIB SOOBAH RAGOJEE BHOOSLAH by RICHARD JENKINS, Esq., BRITISH RESIDENT, on the part of the HONORABLE EAST INDIA COMPANY, at the COURT of NAGPORE, to MOHUN SING THAKOOR, of PUCHMURREE,—1820.

Whereas your forefathers held and you continue to hold certain villages, lands and rights appertaining thereunto in the zillah of Deogurh as follows:—

Talooka Puchmurree, 7 villages.	Pergunnah Heerdagurh, 7 villages.	Pergunnah Pertaubgurh, 6 villages.

Puchmurree, Choomee, Nadowra, Kanee Chapper Dhama, Barkheree, Bajbyhree, Jont (lesser), Peepeereeah, Telee Bhut, Delakharee, Jont (greater), Bejoree, Charkhera, Banumwara, Chappar, Murka Dhanoo, Japye, Thorawaree, Modaree.

Pergunnah Oomrait, 1 village, Myawaree.	Pergunnah Jamye, 1 village, Khurvanee.	Pergunnah Almoat, 1 village, Boree Ghaut.	Pergunnah Gurguzghur, 1 village, Lona Dewee.	Pergunnah Umbarrah, 1 village, Nursurah.

and the villages of Peerawaree (pergunnah unascertained), comprising a total of 26 villages; they have been and are hereby confirmed to you and to your heirs for ever, and all the Rajahs, Thakoors, Zemindars and others are hereby enjoined to avoid all interference with your management of them and you are hereby held responsible for maintaining them in cultivation and population, binding yourself thereby to yield immediate obedience to all orders or calls for service of any sort by this Government, as may be hereafter specified.

Whereas three Jatras are annually held in the Mahadeo hills on which] you have claims from pilgrims and others, the following arrangement is now made with you on that head: agreeable to it [and with your full consent previously rendered] you must hereafter abide refraining from every species of interference or violence.

The Jatra of Sawun is your exclusive right, but no tax can be levied on pilgrims in progress to the temple.

In the Jatra of Kartik the offerings at the shrine are the joint right of the three Thakoors, in which you will continue to participate. No taxes, however, to be levied on pilgrims.

In the Sooratree Jatra of Phagoon, or the Great Jatra, the offerings are also the joint right of the three Thakoors, and this will continue, and for the taxes levied hitherto at the several ghauts and roads leading to the temple or connected with it, they belong for the future to Government, and the following provision is hereby made :—

In lieu of your right to levy a tax on pilgrims at the several river and hill ghauts leading to the temple, which you have hitherto exercised, but which is now resumed by Government, and in lieu of your claim on one-third of the profits arising from the duties levied on pilgrims, cattle, merchandise, etc., etc., etc., at Koreel Ghaut, together with your exclusive right to the whole profit of the Tara Ghaut, Government hereby agrees to give you, for a period of three years, commencing with the year 1230 Fuslee, and ending with the year 1232 Fuslee, an annual sum of Nagpore Rupees 750.

This sum will be paid to you by the Government direct; you have no further right on the pilgrim duties, but on the expiration of three years, should you feel so disposed, you may apply for a new arrangement, which will meet with due consideration.

Such are the arrangements for the Pooja and Jatra rights; by no means interfere in them in any other way than is now written, "taking care that no theft or purloining shall occur during the assembly of the pilgrims at the Murr. You are responsible." Avoid also all violence in every way towards them or to traders, visitors, etc.; all collections from them and pilgrims in progress to the Jatra belong exclusively to Government.

All items, such as Ureeta, Furohee, Rand, Dhurawun, Jejeea, Kularu, Moohwa, Paunree, etc., etc., hitherto levied by you, as well as the Zemindary, Sayer Khoont, are confirmed to you.

And in consideration of your expenses, this Government has also bestowed on you a right to levy the Sayer of Nandoura on its present scale; avoid increasing it without authority.

This, therefore, as above detailed, is the provision made for you by this Government. Receive and eat; have no concern for the interference of others. In return your duties to Government are as follow :—

You will henceforth pay to Government in quit-rent 25 Rupees in ready money, 10 seers of Cherongee, 5 seers Honey, 10 Bamboo Balas, and 10 Churrees; send them yearly.

You are hereby bound to appear in person at call, yielding attendance on the immediate Agent under whom you are placed, obeying every order implicitly; if called on you will appear with five or ten (number undefined) attendants ready to do every duty imposed. You are held responsible for the internal tranquillity and good arrangement of your own lands throughout their boundary, settling and keeping under all thieves, rogues, and villains of every description, shewing in no instance the semblance of bad faith to Government, offering no excuse in a ready obedience to its mandates, and are held responsible for any act of criminality or irregularity, whether of your relatives or your ryots; any person throughout your bounds, being guilty of any irregularity of any nature, for his act you are amenable, unless you produce the culprit or trace him to the satisfaction of the Government.

You are positively prohibited entertaining any foreign soldiers or bearers of weapons without its authority.

Done at Moolten, this 25th day of February, A.D. 1820.

A correct though not literal translation.

H. A. Montgomerie,

Commissioner, Settlement Gonds.

ZEMINDARS OF CHINDWARA.

Statement of Tribute payable by the Zemindars of Deogurh or Chindwara.

Name of Zemindary.	Name of Zeminder.	Amount of Tribute.	Remarks.
		Rs. A. P.	
Batkaghur	Gubba Jumahdar	15 0 0	
	Rajah Durrio Sing . . .	200 0 0	
	Kesho Rao Thakoor . .	30 0 0	
	Sough Sah	10 0 0	
Putchmarree	Mohun Sing	25 0 0	
Bhurdaghur	Cheemun Sah . . .	40 0 0	
Almond	Rajah Sah	40 0 0	
Adygoon	Dowlut Bhartee . . .	250 0 0	
Pertaubgurh	Runjeet Sah	....	
Kurry	Jeswant Sah Thakoor . .	....	
Hurrakoat	Rajahjee	....	
Puggara	Pertaub Sing	....	
Moothoonghaut . . .	Dowlut Sah	....	
Gorukghaut . . .	Dowlut Sah	....	
	TOTAL .	610 0 0	

No. XV.

TRANSLATION of a SUNNUD given to OOMER SINGH, RAJAH of SURGOOJAH,—1820.

To the Ryots, Cultivators, all the Zemindars, and inhabitants of every description of Surgoojah, know you, agreeably to the orders of the Governor-General, that Lall Oomr Sing, the son of late Lall Juggernath Sing, has been raised to the Guddie of Surgoojah, to be succeeded by his offspring. It is proper that you all consider him your firmly established Rajah and not disregard his orders in the slightest degree. It behoves the Rajah, who has been raised to the Guddie, to use his utmost endeavours to improve the Country and Revenues, and conciliate his Ryots and Zemindars, and obey all orders of the Government servants.

Dated 15th June 1820, corresponding with the 20th of the second Jeyt 1227 Fussilly.

No. XVI.

KUBOOLYUT of RAJAH UMMER SING, ZEMINDAR of SIRGOOJAH, dated 15th June 1820.

Whereas by the explicit orders of His Excellency the Governor-General in Council, I, Rajah Ummer Sing, have been elevated to the "Guddee" of the Raj of Sirgoojah, I do hereby promise that I will cordially yield obedience to the British Government, and that I will never swerve from my allegiance to them. I will pay the revenue (Malgoozaree) I have stipulated for, without claiming remission on any plea whatsoever.

No. XVII.

SPECIMEN ENGAGEMENTS with the ZEMINDARS of CHANDA.

ENGAGEMENTS concluded in the Fuslee year 1230 by CAPTAIN CRAWFURD, the SUPERINTENDENT of the CHANDA District, with SOUDE KHAN, ZEMINDAR of GEWARDA, Pergunnah WYRAGURH, Zillah CHANDA,—1820.

1. Soude Khan by this deed becomes responsible for all robberies and thefts committed within the confines of his zemindary, inasmuch as he engages to make good all property stolen within his confines, or within the Wyragurh Pergunnah, by the inhabitants of his zemindary, or to trace the thieves beyond his limits.

2. Soude Khan further engages to furnish, for the service of Government when required, a quota of 20 men, and to fulfil these engagements without demur.

BAHADOOR KHAN,

Son of Soude Khan.

21st day of Suffer 1230 Fuslee.

Statement of Tribute payable by the Zemindars of Chanda.

Name of Zemindary.	Name of Zemindar.	Amount of Tribute.			Remarks.
		Rs.	A.	P.	
Gewarda	Soude Khan	30	0	0	
Purrusghur	Govind Shah	30	0	0	
Ambaghur	Nilkunt Shah	25	0	0	
Amrio Palabarsa	Nizum Shah	25	0	0	
Dewulgaon Sonsery	Chunder Shah	215	0	0	
Rangee	Anund Row	12	0	0	
Koracha	Sooba Das	10	0	0	
Kootgaon	Jugga Thakoor	6	0	0	
Damona	Bhudra Thakoor	5	0	0	
Jurra Papra	Gunesh Thakoor	3	0	0	
Mooroomgaon	Kullyan Thakoor	3	0	0	
Seersondee	Sherga Thakoor	2	0	0	
Kodjub	Neeram Shah	3	0	0	
Dood Mala	Maroo Thakoor	3	0	0	
Leoka	Goolab Khan	3	0	0	
Ghot	Rajeshwur Row	25	0	0	
Gilgown	Veeroo Shah	10	0	0	
Paveeh Mauleudah	Ogroo Shah	10	0	0	
	Total	420	0	0	

No. XVIII.

SPECIMEN ENGAGEMENTS entered into by the ZEMINDARS of CHHATTISGARH,—1821.

I, Ram Raee, the Zemindar of Sonakhan, with its twelve dependent villages, in the Province of Chhattisgarh, and subject to the Government of Nagpore, and my descendants, enter into the following Engagement :—

1. I will obey the orders of the Sircar, and will be engaged in no rebellion or treachery against it.

2. I will inform the Sircar of any intrigues to its prejudice which come to my knowledge.

3. I will pay my tribute (tuckolee) regularly to Chhattisgarh in two instalments annually to the Agent of the Sircar authorised to receive it, and according to the separate arrangements entered into with the Government.

4. Customs (syer) belong to the Sircar, and I will levy none, and I will take the bazaar, which shall not be increased beyond the established usage, and for this I engage to pass traders safely through my zemindary.

5. I will offer no interruption to travellers or merchants passing through my zemindary, but will in all ways assist and protect them. If they are robbed, I will be responsible, or either give up the thieves, the property, or its price.

6. If any criminals or traitors seek refuge in my zemindary, I will immediately deliver them up to the Sircar.

7. I will not punish any person with death without the previous sanction of the Sircar, and will impose only such fines as are sanctioned by practice, are just and necessary for the suppression of crimes and irregularity. Under false pretences I will not impose any; and will not compel widows to re-marry against their own wishes. I submit to the decision of the Sircar in all appeals made against my judicial awards

8. I will not appropriate to myself the effects of the dead when there are sons or heirs; property shall descend from father to son, or to the nearest heir.

9. I will not make war upon any Zemindar or other person without the orders of the Sircar; my disputes with others I will refer to the decision of the Sircar.

10. I will cherish my ryots and do all in my power to increase the prosperity of my zemindary.

Ryepore, 17th February 1821.

No. XIX.

POTTAH given to RAJAH UMMER SING of SIRGOOJAH, dated 24th February 1825.

Whereas under sanction of the Government the whole Pergunnah of Sirgoojah, with the khalsa lands and tuppahs, have been settled with Rajah Ummer Sing for five years, from 1232 to 1236 F. at an annual jumma of Sicca Rupees 3,001, including "Mal," "Sayer," "Abwab Muhmoolee," or customary dues, "Julkur and Bunkur," "Tar and Muhoowa," gardens, excepting Lakheraj lands, intestate and unclaimed property, and such cesses as have been prohibited by Government, the said Rajah has agreed to pay in the stipulated jumma without pleading bad seasons or other calamity; it becomes the said Rajah to take measures for the improvement of his estate, to conciliate his Zemindars, Jaghirdars, Ryots, and all residing on his estate, and to pay his revenue (Malgoozaree) into the Government Treasury annually and punctually, according to the instalments agreed upon. He is not to plead drought or diluvion, or the absconding of his ryots. He must exert himself with a view to reclaiming waste lands, and thereby increasing his cultivation. He must not harbour thieves or highwaymen, and such like. All suspicious characters of this description he must apprehend and bring to justice. He must obey and carry out all orders received from the Officers of Government, and he must invariably and duly report all that occurs in the Pergunnah.

(Here comes specification of instalments.)

No. XX.

KUBOOLYUT of RAJAH UMOLE SING, PROPRIETOR of PERGUNNAH KOREA, dated 3rd January 1848.

Whereas, with the sanction of the Government conveyed in their Secretary's letters No. 27, dated 17th May 1847, and No. 48, dated 5th July following, I, the Agent to the Governor-General at Ranchee, in Chota Nagpore, have concluded with you, Rajah Umole Sing, Zemindar and proprietor of Pergunnah Korea, a settlement of that Pergunnah, containing 350 mouzahs, "Ualee and Dakhilee," with a right to all cultivated and waste land, jungles and hills, jheel and beel, reservoir, tanks, wells, "kutcha and pucka," "Julker" (fisheries), Bunker, and Putker (forest produce), ponds, groves of "Tar, Muhoowa, and Mango," productive and unproductive, at an annual jumma of Company's Rupees 400 for ten years, from 1255 to 1264 F., excepting Lakheraj, Khyrat, Bishoonpeereet, Aina, Brahmotur, and Shibotur lands, Abwabs and Sayer, Gunjeat, Tuhbazaaree, Dan, and other bazaar dues, it becomes you to conciliate and render contented all

resident, as well as Pyekasht, Ryots in your villages, together with the Illaquadars of the said Pergunnah, to take proper measures for the improvement of your estate and the collection of the revenue. You should exert yourself with a view to extend cultivation, and let the fruits of your exertions become apparent. You should pay into the Government Treasury the revenue at which your estate has been assessed, according to the terms of the settlement, kist by kist, and year by year, without alleging any plea; and, as is customary, you will obtain an acquittance at the close of the year. You must not exact from any one the following cesses prohibited by the Government: Rukham Sayer, Zukhat, Gunjeat, Tuhbazaaree, and other Abwabs; and you must not permit any one to collect or exact these cesses within your estate; you must not, without the sanction of Government, grant any lands rent-free. You have no right to the produce of gold, silver, coal or diamond mines, or to any minerals whatever under ground within Pergunnah Korea. All these belong to the Government. You must claim no remission of the revenue fixed by the present settlement on the plea of drought or diluvion, or absconding of ryots. No such plea will be admitted. You must guard every corner of your estate, so that nothing untoward fall out. You must guard the Passes and permit travellers to have free ingress and egress without molestation. You must not harbour within your estate thieves, dacoits, thugs, kuzzacks, and other bad characters. You must exercise such vigilance and adopt such measures that no man shall oppress his neighbour, and that such crimes as dacoity, highway robbery, thuggee, theft, etc., shall be suppressed. All the profits you acquire by increasing cultivation within your estates will be your own. You must render unhesitating obedience to the Government, and you must never evince any inclination to resist their orders. Until the appointment of a British officer to the Pergunnah, the Police duties will be conducted by you. All Police and Poujdarry cases, heinous and petty, that occur within your estate, you will promptly investigate and decide according to the method approved by the Authorities, and you will report the result to them. You will, like all other Zemindars, perform Police duties. When the time arrives for the appointment of a British officer, he will superintend the Police and conduct all cases, Dewannee and Foujdarry, and you will even then continue to perform Police duties. You will be responsible for all crimes committed within your estate, and you will exercise the same Police powers as the Illaquadars of Jubbulpore and Sagur. Your responsibilities, too, will be the same as theirs. You must not conceal any crime or hush up a case, but you must decide it impartially. You must submit to the Agent, Governor-General, Monthly Criminal Returns and Reports. If you fail in the payment of the Government revenue, and if it be proved that you are guilty of neglect of your Police duties, of disobedience of orders, of the crime of oppression and tyranny over your Ryots, or of taking or giving bad counsel, the whole Zemindarry of the said Pergunnah will be resumed by the Government, and you will be debarred from all interference with it. In the above event the orders of Government are positive; you should therefore be cautious and vigilant in all respects.

N.B.—The Agreement with the Chang Bhakar Zemindar was drawn up in the same terms precisely.

No. XXI.

TRANSLATION of the SUNNUD granted to RAJAH BINDESSUREE PERSHAD SING DEO, BAHADOOR, of OUDEYPORE, by the COMMISSIONER of CHOTA NAGPORE, dated 12th December 1860.

Whereas, in lieu of the loyal services rendered by you, the Pergunnah of Oudeypore has been bestowed to you by the Government, with the title of Rajah Bahadoor, and a Sword and Sunnud, with the Signature and Seal of His Excellency the Viceroy and Governor-General of India, and whereas the sum of Rupees 533-5-4 is fixed for the tribute of the said Pergunnah, and the sum of 500 Rupees is paid out of the collections of the said Pergunnah to Ranee Bunkoonwaree, widow of the late Nursing Deo, Ex-Rajah of Oudeypore, as a pension, and whereas the sum of one rupee per diem is at present paid by Government to the families of Dheeraj Sing and Sewraj Sing for their support, these items are due and obligatory on you to be discharged. It is therefore necessary that you pay into Government Treasury annually by three instalments the sum of Rupees 533-5-4 on account of the tribute of the said Pergunnah, and the amount of 500 Rupees on account of the pension of Ranee Bunkoonwaree during her life, and for the present a sum of one rupee per diem for the maintenance of Dheeraj and Sewraj Sing's families, and in future whatever amount may be fixed for their support you will, wthout objection, pay into the Government Treasury, and will continue to enjoy the Pergunnah bestowed on you and the heirs male of your body; you will remain firm in your alliance to render all such services as may be required of you by the British Government.

E. T. DALTON,

Commissioner of Chota Nagpore.

No. XXII.

TRANSLATION of the AGREEMENT tendered by RAJAH BINDESSUREE PERSHAD SING DEO BAHADOOR, of OUDEYPORE, dated 12th December 1860, corresponding with the 15th Aghun, 1268 Fuslee.

Whereas I, Bindessuree Pershad Sing Deo, having received through the favour of the Government the Pergunnah of Oudeypore, with the title of Rajah Bahadoor, as also a Sword with a Sunnud under the autograph of His Excellency the Viceroy and Governor-General of India; whereas the annual tribute of the said Pergunnah is fixed at Rupees 533-5-4, and whereas 500 Rupees are paid out of the collections of the said Pergunnah as a pension to Ranee Bunkoonwaree, relict of the late Nursing Deo, Ex-Rajah of Oudeypore; and whereas an allowance of one rupee per diem is paid by Government to the families of Dheeraj Sing and Sewraj Sing for their maintenance, it is a stringent and bounden duty on me to discharge myself all these items. I do therefore promise and place on record that I will pay per annum the sum of Rupees 533-5-4 by three instalments on account of the tribute, and 500 Rupees as a stipendiary grant to Ranee Bunkoonwaree during

her natural life; and will further pay for the present one rupee a day towards the maintenance of Dheeraj and Sewraj Sing's families, and in future I will pay without objection such amount as the Commissioner of Chota Nagpore shall be pleased to fix for their support, and will continue myself to enjoy the estate bestowed on me and the heirs, etc., and evince always my unflinching zeal and loyalty to the British Government, and be ready to render all services required of me by the British Government. Wherefore I do write these few lines by way of Agreement to be used when required.

BINDESSUREE PERSHAD SING DEO,
Rajah of Oudeypore.

No. XXIII.

TRANSLATION of an AGREEMENT tendered by RAJAH BINDESSUREE PERSHAD SING DEO BAHADOOR, of OUDEYPORE, regarding the POLICE ADMINISTRATION, dated 12th December 1860, corresponding with the 15th Aghun, 1268 F. S.

Whereas the Police duties of Pergunnah Oudeypore have been consigned to me by the Government, and I have of my own free will and accord taken them upon myself, I do therefore promise and place on record that I will discharge the duties thereof faithfully and honourably; and whatever suits may be instituted for debts, etc., I will decide impartially and honestly, and will listen to all pleas that may be given. If both parties shall agree to have their dispute decided by arbitration, I will appoint arbitrators, and instruct them to adjust the suit without partiality. In the heinous criminal cases, *viz.*, dacoity, plunder, murder, wounding, burglary, theft, and highway robbery, etc., which may be perpetrated in my jurisdiction, I will make thorough inquiries, and apprehend the offenders and impartially investigate the case. I will send reports of all such cases to the Commissioner. In cases where sentence of more than two years' imprisonment should seem to me necessary, I will submit the records, after proper investigation, to the Commissioner, as is customary in this Commissionership. I will transmit the monthly papers, etc., on the 5th of every succeeding month, and will not conceal any crime. I will not be guilty of any oppression or hardship on the inhabitants of the said Pergunnah. I will also keep up a vigilant watch on my Amlahs that they may not oppress the ryots. I will not impose or confine any one on account of the prohibited duties. I have no claim on the intestate property, it all belongs to Government, and whatever such property shall come into my hands I will report about it to the Commissioner. If I act contrary to the foregoing stipulations, I shall be held responsible for it, and if it is proved on me I shall submit to the orders passed for me. Wherefore, I do write these few lines in the shape of an Agreement to be used when required.

BINDESSUREE PERSHAD SING DEO, *Bahadoor,*
Rajah of Oudeypore.

No. XXIV.

ADOPTION SUNNUD granted to RAJAH BHYRON DEO of BASTAR,—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued; in fulfilment of this desire this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will recognize and confirm any adoption of a successor made by yourself, or by any future Chief of your State, that may be in accordance with Hindoo law and the customs of your race.

2. Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the Treaties, Grants or Engagements which record its obligations to the British Government.

CANNING.

Dated 11th March 1862.

A similar Sanad was granted to the Chief of Makrai on the same date.

No. XXV.

SUNNUD granted to LAL FUTTEH SING, ZEMINDAR of KHYRAGHUR, dated Simla, the 20th May 1865.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued; in fulfilment of this desire, this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will recognise and confirm any adoption of a successor made by yourself, or by any future Chief of your State, that may be in accordance with Hindoo law and the customs of your race.

The same to
Rajah Nurhur Deo, of Kakeir.
Luchmun Dass, Zemindar of Kondka or Choee Kuzan.
Bahadoor Sing, Zemindar of Kawurda.
Ghasee Dass, Zemindar of Nandgaon.
Rajah Gunsham Sing, of Raeghur *cum* Burghur.
Rajah Sungram Sing, of Sarunghur.
Rajah Runjeet Sing, of Suktee.

2. Be assured thas nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the Treaties, Grants or Engagements which record its obligations to the British Government.

JOHN LAWRENCE.

No. XXVI.

ACKNOWLEDGMENT of FEALTY presented by LAL FUTTEH SING, ZEMINDAR of KHYRAGHUR,—1866.

I am a Chieftain under the administration of the Chief Commissioner of the Central Provinces. I have now been recognized by the British Government as a feudatory, subject to the political control of the Chief Commissioner, or of such officer as he may direct me to subordinate myself to.

I will respect and maintain all rights within my territories; I will attend to the prosperity of my ryots, to the strict administration of justice, and to the effectual suppression of crime. When a criminal convicted before me shall merit the punishment of death, or a term of imprisonment beyond seven years, I will refer the case to such British officer as the Chief Commissioner may appoint before I punish the offender.

If any person who has committed an offence in my State shall fly to British or other territory, I will represent the matter to British officers, in order that the offender may be given up. Should any persons who have committed offences in British territory, or criminals belonging to British territory, seek refuge in my country, they shall be pursued by officers of the British Government, and I will render every assistance in capturing and delivering up such fugitives.

I will pay into the British Treasury an annual tribute of Rupees (34,900) thirty-four thousand nine hundred, and when the amount of my tribute may come from time to time under revision, I will render every assistance towards settling such amount. I will always pay punctually such tribute as may be settled.

I engage not to levy transit duties within my jurisdiction, neither by myself, nor my successors.

I will take such an order with my subjects that they shall have no cause to complain against injustice of mine; and when complaints preferred against them are referred to me by British officers, I will dispose of them equitably. When the Chief Commissioner, or his officers, shall give me instructions or advice, I will obey such instructions and accept such advice. And I will conform, and cause my subjects to conform, to such Forest Regulations as the Chief Commissioner may be pleased to prescribe.

If at any time, through the misconduct of myself or my successor, my State should fall into great disorder, or great oppression should be practised, then I, or my successor, shall be liable to suspension or forfeiture of my or his governing powers. I engage to depute a Vakeel to be in attendance at the Court of the

Deputy Commissioner of Sumbulpur, or at any other Court where the Chief Commissioner from time to time may direct.

LAL FUTTEH SING,
Zemindar, Khyraghur.

Signed in presence of us this fourth day of January eighteen hundred and sixty-six.

C. BERNARD,

F. FENTON,
Deputy Commissioner.

Similar ikrarnamas were presented by the following Chiefs :—

Gunsham Sing, Rajah of Raighur *cum* Burghur. Tribute Rs. 340.	Dated the 4th January 1866.
Luchmon Dass, Zemindar of Kondka or Chooe Kadan. Tribute Rs. 7,700.	Dated the 4th January 1866.
Singram Sing, Rajah of Sarunghur. Tribute Rs. 1,400.	Dated the 4th January 1866.
Ghasseo Dass, Zemindar of Nandgaon. Tribute Rs. 34,700.	Dated the 4th January 1866.
Runjeet Sing, Rajah of Suktee. Tribute Rs. 240.	Dated the 4th January 1866.
Nurhur Deo, Rajah of Khakeir. Tribute *Nil.*	Dated the 11th January 1866.
Devi Shah, Rajah of Makrai. Tribute. The sum to be fixed by the British Government.	Dated the 7th March 1866.
Rao[illegible]pal Sing, Zemindar of Kawurdah. Tribute Rs. 7,400.	Dated the 27th June 1866.
Bhyron Deo, Rajah of Bustar. Tribute Rs. 3,050.	Dated the 19th December 1870.

No. XXVII.

SANAD given to the RAJAH of RAIGARH,—1867.

To

GHUNSHAM SING,

RAJAH of RAIGURH *cum* BURGURH.

Whereas you were formerly a Tributary Chief of a Gurjat State, His Excellency the Viceroy of India in Council has now been pleased to recognize you a Feudatory and to permit you to govern your own territories in all matters whether criminal, civil, or revenue, with the following proviso, that in the event of any offender appearing to you to merit capital punishment, you will, before passing orders for carrying out such sentence, send the case up to the Commissioner of the Chutteesgurh Division, or other such officer as shall be nominated by the British Government, for confirmation.

Your nomination to be a Feudatory is also subject to the following conditions; and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed :—

(1) That you shall pay regularly the tribute of Rs. 400 now fixed for 20 years, *viz.*, from the current year 1867 to the year 1887 A.D., and that the said tribute shall be liable to revision at the expiration of the said term, or at any time thereafter that the Government may think fit.

(2) That you shall deliver up any offender from British or other Territory who may take refuge in your State; that you will aid British officers who may pursue criminals into your territory; and that in the event of offenders from your State taking refuge in British or other Territory, you will make a representation in the matter to the authorities concerned.

(3) That you shall do your utmost to suppress crimes of all kinds in your State.

(4) That you shall administer justice fairly and impartially to all alike.

(5) That you shall recognize the rights of all your people and continue them in the same, and that on no account shall you oppress them or suffer them in any way to be oppressed.

(6) That you shall levy no transit duties on grain, merchandize or any article of commerce passing through your State.

(7) That you shall accept and follow such advice and instructions as may be communicated to you by the Commissioner of the Chutteesgurh Division, the Deputy Commissioner of Sumbulpore or any officer duly vested with authority by the Chief Commissioner, Central Provinces.

(8) That you shall appoint an approved Vakeel to be a permanent resident at the Sudder Station of the Sumbulpore District, in view to all orders affecting your State being communicated through him to you.

(9) That you shall manage your abkaree revenue in such manner as not to interfere with the adjacent British territory, and that if your abkaree arrangements do so interfere, the Chief Commissioner shall have authority to raise your tribute by Rs. 500 per annum, until your abkaree arrangements are again satisfactory.

J. H. MORRIS,
Offg. Chief Commissioner.

THE RESIDENCY, NAGPUR,
4th September 1867.

A similar Sanad was granted on the same date to Sungram Singh, Rajah of Sarungurh, fixing his tribute at Rs. 1,350.

No. XXVIII.

KABOOLIAT of the ZAMINDAR of JUSHPORE,—1875.

I, Rajah Partap Narain Singh Deo Bahadoor, Zemindar of pergunnah Jushpore, in Chota Nagpore, do hereby execute this kabooliat.

Whereas the pergunnah of Jushpore, with its dependency Khuria, has been open to resettlement or revision since the 8th day of June 1124, but in consequence of the said pergunnah being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Rajah Ram Singh, on the 8th of June 1819, has been allowed to stand by the Government, and whereas His Excellency the Viceroy and Governor-General of India in Council having been satisfied with the manner in which I have discharged my duties, has been graciously pleased to direct that the present settlement be renewed for a period of 20 years, commencing from the 12th of April 1875 to 11th April 1895, under the conditions, agreements, and stipulations detailed in the kabooliat executed by my father, Rajah Ram Singh, on the 8th June 1819.

RAJAH PARTAP NARAIN SINGH DEO, *Bahadoor,*
Zemindar of Jushpore.

Dated 9th May 1875.

No. XXIX.

KABOOLIAT of the MANAGER of SIRGOOJAH,—1875.

I, Rajah Bindeshuri Pershad Sing Deo, Bahadoor, C.S.I., Manager of the Court of Wards of Sirgoojah, the property of Maharajah Inderjeet Sing Deo, Bahadoor, in Chota Nagpore, do hereby execute this kabooliat.

That whereas the estate of Sirgoojah has been open to resettlement and revision since the 24th of February 1830, but in consequence of the said estate being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Rajah Ameer Sing Deo Bahadoor, on 24th of February 1825, has been allowed to stand, and whereas His Excellency the Viceroy and Governor-General of India in Council having been satisfied with the manner in which I have discharged the duties as manager of the said estate of Sirgoojah under the Court of Wards in behalf of the present Chief, Maharajah Inderjeet Sing Deo Bahadoor, has been pleased to direct the present settlement to be renewed for a period of 20 years, from 12th April 1875 to 11th April 1895, I do hereby promise and stipulate that I will obey and carry out the conditions and agreements detailed in the Patta given to the said Rajah Ameer Sing Deo on 24th February 1825.

RAJAH BINDESHURI PERSHAD SING DEO, *Bahadoor, C.S.I.,*
Manager of Sirgoojah.

The 9th May 1875.

No. XXX.

KABOOLIAT of the ZEMINDAR of OODEYPORE,—1875.

I, Rajah Bindeshuri Pershad Sing Deo, Bahadoor, C.S.I., Zemindar of Oodeypore, in Chota Nagpore, do hereby execute this kabooliat.

That whereas my estate Oodeypore is now open to resettlement or revision; and whereas His Excellency the Viceroy and Governor-General of India in Council having been satisfied with the manner in which I have discharged my duties, has been graciously pleased to direct the present settlement to be renewed with me for a period of 20 years, from 12th April 1875 to 11th April 1895, I do hereby promise and bind myself by the conditions, agreements and stipulations detailed in the sunnud granted to me and in the kaboeliat and the police agreement executed by me on the 12th December 1860.

RAJAH BINDESHURI PERSHAD SING DEO, *Bahadoor, C.S.I.*

The 9th May 1875.

No. XXXI.

KABOOLIAT of the ZEMINDAR of CHANG BHAKHAR,—1875.

I, Bhayah Bahadoor Balbhader Sing Deo, Zemindar of Chung Bhakhar, in Chota Nagpore, do hereby execute this kabooliat.

That whereas the estate of Chung Bhakhar has been open to resettlement or revision since the 3rd of January 1858, but in consequence of the said estate being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Bhayah Bahadoor Jung Jeet Sing Deo, on the 3rd of January 1848, has been allowed to stand; and whereas His Excellency the Viceroy and Governor-General of India in Council having been satisfied with the manner in which I have discharged my duties, has been graciously pleased to direct the present settlement to be renewed for a period of 20 years, from the 12th day of April 1875 to 11th of April 1895, I do hereby promise to obey and bind myself by the conditions, agreements, and stipulations detailed in the kabooliat executed by my late father, the said Bhayah Bahadoor Jung Jeet Sing, on the 3rd of January 1848.

BHAYAH BAHADOOR BALBHADER SING DEO,
Zemindar of Chung Bhakhar.

Dated 24th July 1875.

No. XXXII.

SUNNUD given to the CHIEF of JUSHPORE on renewal of the former settlement —1875.

Whereas the estate of Jushpore, and its dependency Khuria, has been open to resettlement or revision since the 8th day of June 1824, but in consequence of the said estate being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Rajah Ram Singh on the 8th day of June 1819 has been allowed to stand; and whereas His Excellency the Viceroy and Governor-General of India in Council having reason to be satisfied with the manner in which you, Rajah Pertab Narain Singh Deo Bahadoor, have discharged your duties, has been pleased to direct that the present settlement be renewed for a period of twenty years; you are hereby informed that the existing settlement of the said estate of Jushpore, and its dependency Khuria, is renewed with you for twenty years, commencing from the 12th day of the month of April 1875, and ending on the 11th day of the month of April 1895, under the conditions, agreements, and stipulations detailed in the kabulyat executed by your late father, the said Rajah Ram Singh, on the 8th June 1819 aforesaid.

Sunnud issued on the 5th August 1875.

W. LEF. ROBINSON,
Commissioner of Chota Nagpore.

No. XXXIII.

KABOOLIAT of the ZEMINDAR of KOREA,—1876.

I, Rajah Pran Singh Deo, Zemindar of Korea, in Chota Nagpore, do hereby execute this kobooliat.

Whereas the estate of Korea has been open to resettlement or revision since the 3rd day of the month of January 1858, but in consequence of the said estate being backward, and there appearing no particular reason for revision, the settlement made with Rajah Amole Singh, on the 3rd of January 1848, has been allowed to stand by the Government; and whereas His Excellency the Viceroy and Governor-General of India in Council having been satisfied with the manner in which the former Chiefs, and subsequently the managers under the Court of Wards, have performed their duties, has been graciously pleased to direct the present settlement to be renewed for a period of 20 years, and as I have attained the majority and have assumed charge of my hereditary estate, the existing settlement of the estate has been renewed with me for a period of 20 years, from the 12th of April 1875 to 11th of April 1895, I do hereby promise and bind myself to perform and obey the conditions, agreements, and stipulations detailed in the kabooliat executed by Rajah Amole Singh, on the 3rd of January 1848.

RAJAH PRAN SINGH,
Zemindar of Korea.

Dated 8th February 1876.

No. XXXIV.

SUNNUD given to the CHIEF of KOREA on RENEWAL of the former SETTLEMENT, —1876.

Whereas the estate of Korea has been open to resettlement or revision since the 3rd day of January 1858, but in consequence of the said estate being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Rajah Umole Singh on the 3rd day of January 1848 has been allowed to stand; and whereas His Excellency the Viceroy and Governor-General of India in Council having reason to be satisfied with the manner in which the affairs of the estate have been conducted by its former Chiefs, and subsequently by managers under the Court of Wards, has been pleased to direct that the present settlement be renewed for a period of twenty years; and whereas you, Rajah Pran Singh, have attained your majority and assumed charge of your hereditary estate, you are hereby informed that the existing settlement of the said estate of Korea is renewed with you for twenty years, commencing from the 12th day of the month of April 1875, and ending on the 11th day of the month of April 1895, under the conditions, agreements and stipulations detailed in the kabulyat executed by the said Rajah Umole Singh on the 3rd day of January 1848 aforesaid.

Sunnud issued on the 9th February 1876.

W. LEF. ROBINSON,
Commissioner of Chota Nagpore.

No. XXXV.

SUNNUD given to the MANAGER of SIRGOOJAH,—1876.

Whereas the estate of Sirgoojah has been open to resettlement or revision since the 24th day of February 1830, but in consequence of the said estate being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Rajah Amer Sing on the 24th day of February 1825 has been allowed to stand; and whereas His Excellency the Viceroy and Governor-General of India in Council having reason to be satisfied with the manner in which the duties of the said estate have been discharged by Rajah Bindessuri Persad Sing Deo Bahadoor, C.S.I., as manager of the said estate of Sirgoojah under the Court of Wards in behalf of the present Chief, Maharajah Inderjit Sing Deo Bahadoor, has been pleased to direct that the present settlement be renewed for a period of twenty years; it is now notified and declared to all concerned, that the existing settlement of the said estate of Sirgoojah is hereby renewed for twenty years, commencing from the 12th day of the month of April 1875, and ending on the 11th day of the month of April 1895, under the conditions, agreements, and stipulations detailed in the pottah given to the said Rajah Amer Sing on the 24th day of February 1825.

Sunnud issued on the 9th February 1876.

W. LEF. ROBINSON,
Commissioner of Chota Nagpore.

No. XXXVI.

SUNNUD given to the CHIEF of UDAYPORE ON RENEWAL of the FORMER SETTLEMENT,—1876.

Whereas your estate Udaypore is now open to resettlement or revision, and whereas His Excellency the Viceroy and Governor-General of India in Council having reason to be satisfied with the manner in which you have all along discharged your duties, has been pleased to direct that the present settlement be renewed with you for a period of twenty years; you are hereby informed that the existing settlement of the said estate of Udaypore is renewed with you for twenty years, commencing from the 12th day of the month of April 1875, and ending on the 11th day of the month of April 1895, under the conditions, agreements, and stipulations detailed in the sunnud given to you, and in the kabulyat and the police agreement executed by you on the 12th December 1860.

Sunnud issued on the 9th February 1876.

W. LEF. ROBINSON,
Commissioner of Chota Nagpore.

No. XXXVII.

SUNNUD given to the CHIEF of CHANG BHUKHAR on RENEWAL of the FORMER SETTLEMENT,—1876.

Whereas the estate of Chang Bhukhar has been open to resettlement or revision since the 3rd day of January 1858, but in consequence of the said estate being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Bhaya Bahadoor Jungjeet Singh on the 3rd day of January 1848 has been allowed to stand; and whereas His Excellency the Viceroy and Governor-General of India in Council having reason to be satisfied with the manner in which you, Bhaya Bulbhuddra Singh, have discharged your duties, has been pleased to direct that the present settlement be renewed for a period of twenty years; you are hereby informed that the existing settlement of the said estate of Chang Bhukhar is renewed with you for twenty years, commencing from the 12th day of the month of April 1875, and ending on the 11th day of the month of April 1895, under the conditions, agreements, and stipulations, detailed in the kabulyats executed by your late father, the said Bhaya Bahadoor Jungjeet Singh, on the 3rd day of January 1848 aforesaid.

Sunnud issued on the 16th February 1876.

W. LEF. ROBINSON,
Commissioner of Chota Nagpore.

No. XXXVIII.

SANAD given to the CHIEF of CHANG BHAKAR relative to HIS STATUS and POSITION,—1899.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Chang Bhakar in Chota Nagpur has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Bhaya Mahabir Singh Deo, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You, Bhaya Mahabir Singh Deo, son of Lal Run Bahadur Singh Deo, are hereby formally recognised as the Feudatory Chief of the Chang Bhakar State, and you are permitted, as heretofore, to generally administer the territory of the said Chang Bhakar State, subject to the conditions hereinafter prescribed.

In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall, during the next twenty years, pay a tribute or peshkash of rupees three hundred and eighty seven, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

III.—You shall conform in all matters concerning the preservation of law and order and the administration of justice generally, within the limits of your State, to the instructions issued from time to time for your guidance by His Honour the Lieutenant-Governor of Bengal. You will appoint such officers, and pay them such emoluments as, on full consideration of the circumstances and of such representations as you may wish to make, may, from time to time, appear necessary to His Honour the Lieutenant-Governor of Bengal for the proper hearing of cases and administration of justice in your State. It will also be competent to you to nominate for appointment by His Honour as Honorary Magistrates or Munsifs such other persons as you may wish to be so appointed from time to time.

IV.—You shall deliver up any offender from British or other territory who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and, in the event of offenders from your own State taking refuge in British or other territory you shall make a representation on the matter to the authorities concerned.

V.—You shall administer justice fairly and impartially to all alike.

VI.—You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

VII.—You shall levy no tolls or duties of any kind on grain, merchandise or other articles passing into, or out of, or through your State without the permission of His Honour the Lieutenant-Governor of Bengal.

VIII.—You shall consult the Commissioner of Chota Nagpur in all important matters of administration, and comply with his wishes. The settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt and opium, the concession of forest and other rights, disputes arising out of any such concession and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Commissioner may give you.

VIII A.—You shall, as hitherto, have no right to the produce of gold, silver, coal or diamond mines, or to any minerals whatsoever under ground within your State, all these being the property of the British Government.

IX.—The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable either on account of abuse or for other reasons, and it will not necessarily be granted to your successor.

X.—All questions as to boundaries between your State and British or other territory will be dealt with by the Commissioner of Chota Nagpur or such other officer as the Government of India or His Honour the Lieutenant-Governor of Bengal may appoint, either generally, or specially in that behalf, with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Commissioner or other officer alone, in which case the question shall be referred for his decision accordingly.

CALCUTTA;
The 8th March 1899.

CURZON OF KEDLESTON,
Viceroy and Governor-General of India.

Similar sanads were granted on the same date to the Chiefs of :—

Korea.	Tribute	Rs.	500.	
Jashpur.	"	"	1,250.	(With omission of clause VIIIA and insertion of the word 'mining' after the words "the concession of" in clause VIII).
Surguja.	"	"	2,500.	
Udaipur.	"	"	800.	

No. XXXIX.

SANAD given to the CHIEF of CHANG BHAKAR, regarding the STATUS and POSITION on the transfer of HIS STATE from the GOVERNMENT of BENGAL to the CENTRAL PROVINCES ADMINISTRATION,—1905.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Chang Bhakar in the Central Provinces has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Bhaya Mahabir Singh Deo, the following sanad, in supersession of that granted to you on the 8th March 1899, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British

Government, to maintain you in the position and privileges which you have heretofore enjoyed, or which are now conferred upon you :—

1. You, Bhaya Mahabir Singh Deo, son of Lal Run Bahadur Singh Deo, are hereby formally recognised as the Feudatory Chief of the Chang Bhakar State, and you are permitted, as heretofore, to administer generally the territory of the said Chang Bhakar State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

2. You shall, during the next fourteen years, pay a tribute or peshkash of rupees three hundred and eighty-seven, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

3. You shall conform in all matters concerning the preservation of law and order, and the administration of justice generally, within the limits of your State, to the instructions issued from time to time for your guidance by the Chief Commissioner of the Central Provinces. You will appoint such officers, and pay them such emoluments as, on full consideration of the circumstances and of such representations as you may wish to make, may, from time to time, appear necessary to the Chief Commissioner of the Central Provinces for the proper hearing of cases and administration of justice in your State. It will also be competent to you to nominate for appointment by the Chief Commissioner as Honorary Magistrates or Munsifs such other persons as you may wish to be so appointed from time to time.

4. You shall deliver up any offender from British or other territory who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and, in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation on the matter to the authorities concerned.

5. You shall administer justice fairly and impartially to all alike.

6. You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

7. You shall levy no tolls or duties of any kind on grain, merchandise, or other articles passing into or out of, or through your State without the permission of the Chief Commissioner of the Central Provinces.

8. You shall consult the Political Agent, Chhattisgarh Feudatories, in all important matters of administration, and comply with his wishes. The settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt, and opium, the concession of forest and other rights, disputes arising out of any such concession, and disputes in which other States are concerned, shall be regarded as specially

important matters, and in respect to them you shall at all times conform to such advice as the Political Agent may give you.

9. You shall, as hitherto, have no right to the produce of gold, silver, coal or diamond mines, or to any minerals whatsoever under ground within your State, all these being the property of the British Government.

10. The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable either on account of abuse or for other reasons, and it will not necessarily be granted to your successor.

11. All questions as to boundaries between your State and British or other territory will be dealt with by the Political Agent, Chhattisgarh Feudatories, or such other officer as the Government of India or the Chief Commissioner of the Central Provinces may appoint, either generally or specially, in that behalf, with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Political Agent or other officer alone, in which case the question shall be referred for his decision accordingly.

MINTO,

Viceroy and Governor-General of India.

CALCUTTA;

The 23rd December 1905.

No. XL.

SANAD given to the CHIEF of KOREA, regarding HIS STATUS and POSITION, on the TRANSFER of his STATE from the GOVERNMENT of BENGAL to the CENTRAL PROVINCES ADMINISTRATION,—1905.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Korea in the Central Provinces has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Seo Mangal Singh Deo, the following sanad, in supersession of that granted to you on the 8th March 1899, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed, or which are now conferred upon you :—

1. You, Raja Seo Mangal Singh Deo, son of Raja Pran Singh Deo, are hereby formally recognised as the Feudatory Chief of the Korea State, and you are permitted as heretofore, to administer generally the territory of the said Korea State,

subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

2. You shall, during the next fourteen years, pay a tribute or peshkash of rupees five hundred, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

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7. } These clauses are identical with the corresponding ones in the sanad granted to Chang Bhakar (*see* No. XXXIX).
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MINTO,
Viceroy and Governor-General of India.

CALCUTTA;
The 23rd December 1905.

No. XLI.

SANAD given to the CHIEF of JASHPUR, regarding HIS STATUS and POSITION, on the transfer of HIS STATE from the GOVERNMENT of BENGAL to the CENTRAL PROVINCES ADMINISTRATION,—1905.

Whereas the status and position with reference to the British Government of the Tributary Mahal of J[illegible]ur in the Central Provinces has hitherto been undefined, and doubt[illegible] from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Bishan Prasad Singh Deo, the following sanad, in supersession of that granted to your father on the 8th March 1899, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed, or which are now conferred upon you.—

1. You, Raja Bishan Prasad Singh Deo, son of Raja Pratap Narayan Singh Deo Bahadur, C.I.E., are hereby formally recognised as the Feudatory Chief of

the Jashpur State, and you are permitted, as heretofore, to administer generally the territory of the said Jashpur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor General in Council.

2. You shall, during the next fourteen years, pay a tribute or peshkash of rupees one thousand two hundred and fifty through the Feudatory Chief of Sirguja, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

3. You shall conform in all matters concerning the preservation of law and order, and the administration of justice generally within the limits of your State, to the instructions issued from time to time for your guidance by the Chief Commissioner of the Central Provinces. You will appoint such officers, and pay them such emoluments as, on full consideration of the circumstances and of such representations as you may wish to make, may, from time to time, appear necessary to the Chief Commissioner of the Central Provinces for the proper hearing of cases and administration of justice in your State. It will also be competent to you to nominate for appointment by the Chief Commissioner as Honorary Magistrates or Munsifs such other persons as you may wish to be so appointed from time to time.

4. You shall deliver up any offender from British or other territory who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation on the matter to the authorities concerned.

5. You shall administer justice fairly and impartially to all alike.

6. You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

7. You shall levy no tolls or duties of any kind on grain, merchandise, or other articles passing into, or out of, or through, your State without the permission of the Chief Commissioner of the Central Provinces.

8. You shall consult the Political Agent, Chhattisgarh Feudatories, in all important matters of administration, and comply with his wishes. The settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt, and opium, the concession of mining, forest and other rights, disputes arising out of any such concession and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Political Agent may give you.

9. The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable either on account of abuse or for other reasons, and it will not necessarily be granted to your successor.

10. All questions as to boundaries between your State and British or other territory will be dealt with by the Political Agent, Chhattisgarh Feudatories, or such other officer as the Government of India or the Chief Commissioner of the Central Provinces may appoint, either generally or specially, in that behalf with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Political Agent or other officer alone, in which case the question shall be referred for his decision accordingly.

MINTO,
Viceroy and Governor-General of India.

CALCUTTA;
The 23rd December 1905.

No. XLII.

SANAD given to the CHIEF of SIRGUJA, regarding HIS STATUS and POSITION, on the TRANSFER of HIS STATE from the GOVERNMENT of BENGAL to the CENTRAL PROVINCES ADMINISTRATION,—1905.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Sirguja in the Central Provinces has hitherto been undefined, and doubts have from time to time arisen with regard thereto, His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Maharaja Raghunath Saran Singh Deo Bahadur, the following sanad, in supersession of that granted to you on the 8th March 1899, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed, or which are now conferred upon you:—

1. You, Maharaja Raghunath Saran Singh Deo Bahadur, son of Maharaja Indrajit Singh Deo, are hereby formally recognised as the Feudatory Chief of the Sirguja State, and you are permitted, as heretofore, to administer generally the territory of the said Sirguja State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be

valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

2. You shall, during the next fourteen years, pay a tribute or peshkash of rupees two thousand and five hundred, exclusive of the tribute payable through you by the Feudatory Chief of Jashpur, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

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10. } These clauses are identical with the corresponding ones in the sanad granted to Jashpur (*see* No. XLI).

MINTO,
Viceroy and Governor-General of India.

CALCUTTA;
The 23rd December 1905.

No. XLIII.

SANAD given to the CHIEF of UDAIPUR, regarding HIS STATUS and POSITION, on the transfer of HIS STATE from the GOVERNMENT of BENGAL to the CENTRAL PROVINCES ADMINISTRATION,—1905.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Udaipur in the Central Provinces has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Chandra Sikhar Prosad Singh Deo, the following sanad, in supersession of that granted to your father on the 8th March 1899, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

1. You, Raja Chandra Sikhar Prosad Singh Deo, son of Raja Dharamjit Singh Deo, are hereby formally recognised as the Feudatory Chief of the Udaipur State, and you are permitted, as heretofore, to administer generally the territory of

the said Udaipur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

2. You shall, during the next fourteen years, pay a tribute or peshkash of rupees eight hundred, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

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6. } These clauses are identical with the corresponding ones in the sanad granted to Jashpur (*see* No. XLI).
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MINTO,

Viceroy and Governor-General of India.

CALCUTTA;

The 23rd December 1905.

No. XLIV.

SANAD granted to BHAIYA MAHABIR SINGH DEO, CHIEF of CHANGBHAKAR, defining his status, powers and position,—1928.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Changbhakar in the Central Provinces has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Bhaiya Mahabir Singh Deo, the following sanad. in supersession of that granted to you on the 23rd December 1905, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed, or which are now conferred upon you:—

I. You, Bhaiya Mahabir Singh Deo, son of Lal Run Bahadur Singh Deo, are hereby formally recognised as the Ruling Chief of the Changbhakar State, and you are permitted, as heretofore, to administer generally the territory of the said

Changbhakar State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II. You shall, up to the 31st March 1938, pay a tribute or peshkash of rupees one hundred and fifty, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct.

III. You shall conform in all matters concerning the preservation of law and order, and the administration of justice generally, within the limits of your State, to the instructions issued from time to time for your guidance by the Governor in Council of the Central Provinces. You will appoint such officers and pay them such emoluments as, on full consideration of the circumstances and of such representations as you may wish to make, may, from time to time, appear necessary to the Governor in Council of the Central Provinces for the proper hearing of cases and administration of justice in your State. It will also be competent to you to nominate for appointment by the Governor in Council as Honorary Magistrates or Munsifs such other persons as you may wish to be so appointed from time to time.

IV. You shall deliver up any offender from British or other territory who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and, in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation on the matter to the authorities concerned.

V. You shall administer justice fairly and impartially to all alike.

VI. You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

VII. You shall levy no tolls or duties of any kind on grain, merchandise, or other articles passing into, or out of, or through your State without the permission of the Governor in Council of the Central Provinces.

VIII. You shall consult the Political Agent, Central Provinces Feudatory States, in all important matters of administration, and comply with his wishes. The settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt, and opium, the concession of mining, forest and other rights, disputes arising out of any such concession, and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Political Agent may give you.

IX The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable either on account of abuse or for other reasons, and it will not necessarily be granted to your successor.

X. All questions as to boundaries between your State and British or other territory will be dealt with by the Political Agent, Central Provinces Feudatory States, or such other officer as the Government of India or the Governor in Council of the Central Provinces may appoint, either generally or specially, in that behalf,

with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Political Agent or other officer alone, in which case the question shall be referred for his decision accordingly.

SIMLA;
The 24th July 1928.

IRWIN,
Viceroy and Governor-General of India.

No. XLV.

SANAD granted to RAJA RAMANUJ PRATAP SINGH DEO, RAJA of KOREA, defining his status, powers and position.—1928.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Korea in the Central Provinces has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Ramanuj Pratap Singh Deo, the following sanad, in supersession of that granted to your predecessor Raja Seo Mangal Singh Deo, on the 23rd December 1905, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed, or which are now conferred upon you:—

I. You, Raja Ramanuj Pratap Singh Deo, son of Raja Seo Mangal Singh Deo, are hereby formally recognised as the Ruling Chief of the Korea State, and you are permitted, as heretofore, to administer generally the territory of the said Korea State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II. You shall, up to the 31st March 1938, pay a tribute or peshkash of rupees seven hundred and fifty, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct.

III.
IV.
V.
VI.
VII.
VIII.
IX.
X.

These clauses are identical with the corresponding ones in the Sanad granted to Changbhakar (*see* No. XLIV).

SIMLA;
The 24th July 1928.

IRWIN,
Viceroy and Governor-General of India.

No. XLVI.

DEED executed by the CHIEF of KHAIRAGARH for CESSION of LAND, with the JURISDICTION thereon, for RAILWAY PURPOSES,—1883.

I, Lal Shri Umrao Singh Rais Surdar, the Feudatory Chief of the Khairagarh State in the district of Raipur, do in virtue of all powers and authorities, so far as I can or may by these presents, grant and convey unto Her Majesty the Empress of India, her heirs, representatives and assignees the strip of land comprising 311 acres, 3 roods and 1 pole permanently and 823 acres, 1 rood and 5 poles temporarily situate in my territories and bounded as under :—

From Mouzah Bodhi Tola, Purgana Dongargarh to Mouzah Khopree, Purgana Singarpore as per map attached hereto,* the same having been surveyed and demarcated for the purpose of the Nagpur and Chhattisgarh State Railway including the road with its bridges, etc., and all stations, workshops, store-houses, and the like necessary for the proper working of the line when opened as per map hereto attached,* together with all the proprietary right and interest possessed by me, the said Feudatory Chief, my heirs and representatives in and over the soil of the lands hereinbefore-mentioned, free from all present and future demand on account of revenue or rent.

2. I, the said Feudatory Chief, further agree and by these presents declare that, for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore-mentioned, the civil and criminal jurisdiction will vest in her Majesty the Empress of India, her heirs, representatives and assignees. In witness whereof I, the said Feudatory Chief, set my hand and seal this twenty-first day of August one thousand eight hundred and eighty-three.

Signed, sealed and delivered.

LAL SHRI UMRAO SINGH SAHIB RAIS,
Feudatory Chief of Khairagarh,
Raipur District.

Witnesses.

GHASI BABU OF KHAIRAGARH.

NIZAM SAO TAMERA OF KHAIRAGARH.

No. XLVII.

DEED executed by the CHIEF of KHAIRAGARH for CESSION of LAND, with the JURISDICTION thereon, for RAILWAY PURPOSES,—1890.

The Feudatory Chief of Khairagarh, in the District of Raipur, doth, in virtue of all powers and authorities, so far as he can or may by these presents, grant and convey unto Her Majesty the Empress of India, her heirs, representatives

* Not reproduced.

and assignees, the strip of land comprising 8 acres, 1 rood and 2 poles, situate in his territories and bounded as under, *i.e.*, on the east and south by the land already ceded to the railway and on the west and on the north by the Mouza of Dongargarh, the same having been surveyed and demarcated for the purpose of the Bengal-Nagpur Railway, including the road with its bridges, etc., and all stations, workshops, store-houses, and the like necessary for the proper working of the line when opened, as per map hereto attached,* together with all the proprietary right and interest possessed by him, the said Feudatory Chief, his heirs and representatives, in and over the soil of the lands hereinbefore-mentioned, free from all present and future demand on account of revenue or rent.

2. The said Feudatory Chief further agrees and by these presents declares that, for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore-mentioned, the civil and criminal jurisdiction shall vest in Her Majesty the Empress of India, her heirs, representatives and assignees. In witness whereof the said Feudatory Chief sets his hand and seal this ninth day of March one thousand eight hundred and ninety.

Signed, sealed, and delivered.

LAL UMRAO SINGH,
Feudatory Chief of Khairagarh.

Witness,
J. P GOODRIDGE,
Political Agent.

Countersigned.

A. H. L. FRASER,
Offg. Commissioner, Raipur,
Chhattisgarh Division

RAIPUR;
The 25th March 1890.

No. XLVIII.

DEED executed by the CHIEF of KHAIRAGARH for CESSION of LAND, with the JURISDICTION thereon, for RAILWAY PURPOSES,—1890.

I, Lal Umrao Singh, *alias* Kanhya Lal, Feudatory Chief of Khairagarh in the District of Raipur, Central Provinces, do in virtue of all powers and authorities, so far as I can or may by these presents, grant and convey unto Her Majesty the Empress of India, her heirs, representatives and assignees, the strip of land comprising 128 acres, 1 rood, 13 poles, situate in my territories and bounded as in the plan appended,* the same having been surveyed and demarcated for the

* Not reproduced.

purposes of the Bengal-Nagpur Railway, including the road with its bridges, etc., and all stations, workshops, store-houses and the like necessary for the proper working of the line when opened, as per map hereto attached,* together with all the proprietary right and interest possessed by me (Feudatory Chief of Khairagarh) and my heirs and representatives in and over the soil of the lands hereinbefore mentioned, free of all present and future demand on account of revenue or rent.

2. I further agree, and by these presents declare, that for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore mentioned, the civil and criminal jurisdiction shall vest in Her Majesty the Empress of India, her heirs, representatives and assignees. In witness whereof I set my hand and seal this twenty-seventh day of September, one thousand eight hundred and ninety.

Signed, sealed, and delivered.

LAL UMRAO SINGH,
Feudatory Chief of Khairagarh.

Witness:

J. P. GOODRIDGE,
Political Agent.

M. M. BOWIE,
Offg. Commissioner, Raipur,
Chhattisgarh Division.

RAIPUR;
The 13th October 1890.

No. XLIX.

SANAD granted to RAJA KAMAL NARAYAN SINGH, FEUDATORY CHIEF of KHAIRAGARH,—1898.

I hereby confer upon you the title of Raja as an hereditary distinction.

ELGIN,
Viceroy and Governor-General of India.

FORT WILLIAM;
The 1st January 1898.

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* Not reproduced.

No. L.

DEED executed by the RAJA of KHAIRAGARH ceding to the BRITISH GOVERNMENT full JURISDICTION over the lands in the STATE occupied by the BENGAL-NAGPUR RAILWAY,—1908.

Raja Kamal Narain Singh, Feudatory Chief of Khairagarh State, in the district of Raipur doth, in the virtue of all powers and authorities, so far as he can or may, by these presents grant and convey unto His Majesty the Emperor of India, His Heirs, Representatives, and assignees the strip of land comprising 8 acres, 2 roods and 36·59 poles situate in the villages of Barnara and Chichdo in the Khairagarh State and bounded as under :—

North—Fields Nos. of mauza Barnara . .	$\frac{839}{1}$	$\frac{1907}{1}$	$\frac{2130}{1}$
Ditto mauza Chichdo . . .	$\frac{27}{1}$	$\frac{32}{1}$	$\frac{46}{1}$
South—Mauza Andi	$\frac{1729}{1}$	$\frac{1730}{1}$	
„ Barnara . .	$\frac{2045}{1}$	$\frac{2117}{1}$	$\frac{2131}{3}$
„ Andi	$\frac{1451}{1}$	$\frac{1453}{1}$	$\frac{2165}{1}$

East—Railway road and field No. $\frac{48}{1}$ of Chichdo.

West— Ditto $\frac{1723}{1}$

the same having been surveyed and demarcated for the purpose of the Bengal-Nagpur Railway, including the road with its bridges, etc., and all stations, workshops, store-houses, and the like necessary for the proper working of the line when opened, as per map hereto attached,* together with all the proprietary right and interest possessed by him, the said Feudatory Chief, his heirs and representatives in and over the soil of the lands hereinbefore mentioned, free from all present and future demand on account of revenue or rent.

2. The said Feudatory Chief further agrees, and by these presents declares that for the proper administration of justice in Civil and Criminal matters arising within the lands hereinbefore mentioned the civil and criminal jurisdiction shall vest in His Majesty the Emperor of India, His Heirs, Representatives and assignees.

* Not reproduced

In witness whereof the said Feudatory Chief sets his hand and seal this 5th day of April one thousand nine hundred and eight.

RAJA KAMAL NARAIN SINGH,
Feudatory Chief, Khairagarh State.

Two witnesses.

1. R. S. SHUKLA,
Head Master, V. H. School, Khairagarh.

2. AMULYA CHANDRA ROY,
Medical Officer, Khairagarh State.

No. LI.

DEED executed by the CHIEF of NANDGAON for cession of LAND, with the JURISDICTION thereon, for RAILWAY PURPOSES,—1891.

I, the Mahant Balram Dass, the Feudatory Chief of the Raj Nandgaon State in the District of Raipur, do in virtue of all powers and authorities, as far as I can or may by these presents, grant and convey unto Her Majesty the Empress of India, her heirs, representatives and assignees, the strip of land comprising 584 acres, 2 roods and 1 pole, that is, 85 acres, 1 rood and 21 poles acquired previously and 499 acres, and 20 poles now, situate in my territories within the mouzas as per schedules appended*, the same having been surveyed and demarcated for the purpose of the Nagpore and Chhattisgarh State Railway, including the road with its bridges, etc., and all stations, workshops, store-houses, and the like necessary for the proper working of the line when opened, as per map hereto attached,* together with all the proprietary right and interest possessed by me, the said Feudatory Chief, my heirs and representatives, in and over the soil of the lands hereinbefore mentioned, free from all present and future demand on account of revenue or rent.

2. I, the said Feudatory Chief, further agree and by these presents declare that, for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore mentioned, the civil and criminal jurisdiction shall vest in Her Majesty the Empress of India, her heirs, representatives and assignees. The lands are bounded as per map of the Public Works Department hereto attached,* and I, the said Feudatory Chief, do further declare that this deed is in supersession of the deed executed by me on 2nd July 1883, and it includes the lands specified in the above-mentioned deed as well as other lands, etc., now mentioned for the first time in the schedules attached hereto.* In witness whereof

* Not reproduced.

I, the said Feudatory Chief, set my hand and seal, this twelfth day of January, one thousand eight hundred and ninety-one.

Signed, sealed, and delivered.

RAJA BALRAM DASS,
Feudatory Chief of Raj Nandgaon.

RAM KRISHNA RAO,
Dewan of Raj Nandgaon.

12th January 1891.

J. P. GOODRIDGE,
Political Agent.

16th January 1891.

No. LII.

DEED executed by the SAKTI STATE for CESSION of LAND, with the JURISDICTION thereon, for RAILWAY PURPOSES,—1890.

The Deputy Commissioner of Bilaspur, as Political Agent of the Feudatory State of Sakti in the Bilaspur District, Central Provinces, on behalf of Ranjit Singh, Raj Gond, Chief of the Feudatory State of Sakti, deposed under the Government of India's No. 1866-P., dated the 25th June 1875, in the Foreign Department, doth in virtue of all powers and authorities, so far as he can or may, by these presents, grant and convey unto Her Majesty the Empress of India, her heirs, representatives and assignees, the strip of land, comprising 217 acres, 1 rood and 1 pole, situate in territories of the Feudatory State of Sakti and in villages named below :—

District.	Pergunnah or Tahsil.	Mouzah.	Permanent, class A. A. R. P.	REMARKS.
Bilaspur . .	Seorinarain	Jetha . .	36 2 28	
		Soti . .	90 3 10	
		Bellodi . .	4 1 37	
		Tewar . .	28 1 14	
		Harda . .	5 0 27	
		Karibunda .	38 0 16	
		Ditto . .	0 2 29	In Raigarh District, Railway limits.
		Arjuni . .	5 3 16	In Raigarh District, Railway limits.
		Sarjuni . .	7 0 24	In Raigarh District, Railway limits.
		TOTAL .	217 1 1	

the same having been surveyed and demarcated for the purpose of the Bengal-Nagpur Railway, including the road with its bridges, etc., and all stations, workshops, store-houses, and the like necessary for the proper working of the line when opened, as per map hereto attached,* together with all the proprietary right and interest possessed by the above-mentioned Ranjit Singh, Feudatory Chief of Sakti, his heirs and representatives, in and over the soil of the lands hereinbefore mentioned, free from all present and future demand on account of revenue or rent.

2. The said Deputy Commissioner of Bilaspur, Political Agent of the Feudatory State of Sakti in the Bilaspur District, Central Provinces, on behalf of Ranjit Singh, Raj Gond, Chief of the Feudatory State of Sakti, further agrees and by these presents declares, that for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore mentioned, the civil and criminal jurisdiction shall vest in Her Majesty the Empress of India, her heirs, representatives and assignees. In witness whereof the said Deputy Commissioner of Bilaspur, as Political Agent of the Feudatory State of Sakti, sets his hand and seal, this day of 31st October, one thousand eight hundred and ninety.

Signed, sealed, and delivered.

Witnesses :

D. O. MEIKLIJOHN, *Deputy Commissioner of Bilaspur, as Political Agent of the Feudatory State of Sakti in the Bilaspur District, Central Provinces, on behalf of Ranjit Singh, Raj Gond, Chief of the Feudatory State of Sakti.*

DINANATH BANERJI,
Head Clerk,
Deputy Commr.'s Office,
Bilaspur.

K. UMAJI RAO,
Zemindary Accountant,
Deputy Commr.'s Office.

Countersigned.

M. M. BOWIE,
Offg. Commr., Chhattisgarh Division,
Central Provinces.

The 8th November 1890.

A similar deed was executed by the Chief of Raigarh.

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* Not reproduced.

No. LIII.

SANAD granted to RAJA RAMANUJ SARAN SINGH DEO, Feudatory CHIEF of Surguja,—1918.

I hereby confer upon you the title of Maharaja as an hereditary personal distinction.

CHELMSFORD,
Viceroy and Governor-General of India.

SIMLA;
The 27th April 1918.

No. LIV.

SUNNUD, dated 1st January 1877

From—His Excellency the VICEROY AND GOVERNOR-GENERAL OF INDIA,

To—DHURMJIT SINGH DEO, Chief of Oodeypoor, Chota Nagpur.

On this auspicious occasion of the assumption by Her Most Gracious Majesty the Queen of the title of "Empress of India", I hereby confer upon you the title of "Raja", and recognise that title as appertaining hereafter to the Chiefship of Oodeypoor during the pleasure of Government.

No. LV.

SPECIMEN PATENT granted to NON-FEUDATORY ZEMINDARS of the CHANDA DISTRICT.

TENURE.

1. Shall be indivisible.

2. Shall be untransferable, save to the nearest male heir; and the transfer in such case shall be subject to the approval of the Chief Commissioner.

3. Shall be held by one person, the Zemindar or Zemindarin, for the time being,

4. Shall be held on conditions of—

(i) Loyalty.

(ii) Good Police Administration.

(iii) Improvement and cultivation of estate.

SUCCESSION.

5. Subject to the provisions contained in Clause VI, the order of succession shall be as under—

On the death of the Zemindar, the estate shall devolve upon his eldest son.

In default of a son, and when adoption has not taken place, the succession should preferably devolve on the nearest male kinsman, the widow receiving a suitable maintenance.

6. In the event of the first in order of succession being, in the opinion of the local Government, unfit to carry out the conditions of Clause IV, the Zemindaree shall devolve upon the nearest heir who possesses the required qualification

7. The Zemindar, in the case of gross misconduct, shall be liable to removal by the local Government; and if such removal be ordered, the succession shall take place as if the Zemindar removed had died.

SHARERS.

8. Members of the Zemindar's family shall have a right to fitting maintenance by the Zemindar.

MANAGEMENT.

9. At least one qualified resident Accountant shall be maintained by the Zemindar. The Accountant previous to appointment shall be approved by the Deputy Commissioner, and shall be liable to removal by the latter's orders for misconduct or inefficiency.

10. The rent-roll of the Zemindaree showing the receipts under each head of revenue, and the statistical papers of each village in the form prescribed for the khalsa tracts, shall be rendered annually to the Deputy Commissioner.

11. In each village the Zemindar shall appoint a head-man (Patel) as his representative.

12. In the event of dispute as to the remuneration to be paid to the head-man, such remuneration shall be deemed to be ten per cent. on the gross revenue collected in the village.

13. The forests shall be managed by the Zemindar under the rules obtaining in the Government unreserved forests.

14. No agreement for felling trees over a term of more than one year, or for the sale of more than one thousand trees of the reserved kinds, shall have effect without the written sanction of the Deputy Commissioner.

15. In the event of the Police management being defective one or more District Police posts shall be stationed in the Zemindaree, and their cost defrayed by the Zemindar.

REVENUE.

16. The revenue from-

(i) Land,
(ii) Forests,
(iii) Abkaree,
(iv) Pandhari,
(v) Ferries,
(vi) Pounds,

shall be enjoyed by the Zemindar.

(i) Teak. (ii) Sheshum. (iii) Satin-wood. (iv) Dorbeula. (v) Mowah. (vi) Tendoo. (vii) Char.

17. Reserved timber, being of the kinds marginally noted, shall be charged at the discretion of the Zemindar.

18. On unreserved timber, bamboos, grass, and minor forest produce, exported from the Zemindaree, and on the grazing of cattle belonging to persons not resident in the Zemindaree, duty shall be levied at the pleasure of the Zemindar.

19. On unreserved timber, bamboos, grass, and minor forest produce cut or collected by residents in the Zemindaree for their own use, and on the grazing of cattle belonging to them, no duty shall be levied.

It shall be competent to the Zemindar to prescribe the parts of the forest where this right shall be exercised; but the places fixed shall be within a reasonable distance from the residence of the persons concerned.

20. Duty on the manufacture and sale of spirituous liquors shall be levied at the discretion of the Zemindar, but subject to the condition that the duty be so managed as not to injure the distillery system in the khalsa tracts. Should such injury occur, the Deputy Commissioner may take such measures as may seem fit for administering the Abkaree himself; and at the order of the Chief Commissioner the tukolee may be proportionately reduced.

21. Pandhari shall be levied by the Zemindar under the rules obtaining in the khalsa tracts.

22. Ferry toll shall be levied by the Zemindar under the rules obtaining in the khalsa tract, and subject to the condition that efficient ferry boats be kept up at the places prescribed from time to time by the Deputy Commissioner.

23. Pound fees shall be levied by the Zemindar under the rules obtaining in the khalsa tract.

24. Offerings to the Zemindar at the Dusserah shall be considered purely voluntary, which it is optional to the people to give, or not to give, at their own pleasure.

25. All dues, whether in labour, kind, or cash, not entered above, must be regarded as prohibited, and their collection must be discontinued.

26. The produce of quarries and mines is the property of the Crown. Ordinarily, however, the Zemindar shall be allowed to work stone quarries and iron mines without paying a royalty.

27. The duty on the growth and sale of opium and other intoxicating drugs shall be levied as heretofore by the State, and not by the Zemindar.

28. The levy of transit duties is prohibited. But the Zemindar may, with the Deputy Commissioner's sanction, levy octroi duties in selected towns, provided the yield of such duties be in every case spent on the improvement of such towns.

Subordinate rights.

29. Every Mookasdar, Muktadar, Patel, or farmer of a village, who has performed such acts with reference to the village he holds as would qualify a tenant in a khalsa village to be declared proprietor of his holding, shall be recorded as proprietor of his holding.

30. Cultivators of fields, of twelve years' occupancy and upwards, shall be recorded as tenants with right of occupancy.

31. No tenant-at-will shall be ejected unless the Zemindar has given him notice, verbally or in writing, before the 1st of April of the year in which ejectment is to take place.

32. The subjoined extracts from the tehsil wajib-ool-urz for the districts of Chanda shall be applicable to all the villages in the Zemindaree :—

(*Here will be entered such clauses of the khalsa administration paper as it may be considered expedient to adopt.*)

No. LVI.

Sanad granted to Chhindwara Jagirdars.

Whereas the Chief Commissioner of the Central Provinces, with the sanction of His Excellency the Governor-General in Council, recognises you to be Jagirdar of the estate in the Chhindwara District of the Central Provinces, this Sanad is granted to you in virtue whereof you and your heirs and successors are entitled to hold the estate for ever subject to the conditions and provisos herein set forth :—

1. You will pay as tribute to Government the sum of Rs.   annually for the period of the settlement now made with you, subject to revision at the discretion of Government after the term of the existing settlement has expired.

2. You will enjoy the income accruing in your estate from the following sources :—

(i) Land,
(ii) Abkari, including opium and drugs.
(iii) Pandhri.
(iv) Cattle Pounds.
(v) Unclaimed property.
(vi) Sale of timber and minor Forest dues.

The income from land does not include minerals in regard to which Government reserves all rights.

The concession as regards Abkari income is subject to cancelment at any time if, owing to mismanagement or disregard of the orders issued from time to time for your guidance, your arrangements interfere with the proper enforcement of the system for managing the liquor, opium and drug duties in the adjoining khalsa jurisdiction.

Your Pandhri assessment must be in accordance with the principles and rates laid down for the khalsa, and will be subject to appeal, in all cases of individuals assessed, to the Deputy Commissioner and Commissioner for the time being.

Your system of cattle-pound management must be in keeping with the orders in force in khalsa tracts, and so also the course you follow as regards appropriating the proceeds of unclaimed property.

The dues which you realize on Forest produce of all kinds and on the grazing of cattle within the lands of your Chiefship must not exceed the rates prevailing in Government Forests, and the following kinds of timber shall not be cut except in small quantities for home use without the special sanction of the Deputy Commissioner of the district :—

Teak.	Beejasal.	Mohwa.
Sal.	Shesham.	Tendoo.
Saj.	Kowah.	Unjan.

If large quantities are cut or contracts given for the felling of large quantities of the above or other valuable descriptions of timber to the permanent detriment of your estate, then the Deputy Commissioner will have power of assuming on the part of Government the direct management of your Forests.

3. You are recognised as the sole superior proprietor in your estate, and according to custom the succession will be regulated by the rule of primogeniture. It follows that the ordinary rules of Hindu inheritance do not apply, and that no partition of shares can take place. The estate remains one and undivided, the head of the family for the time being acknowledged as Chief.

4. The estate, with the special and peculiar privileges hereby recognised, cannot be transferred except with the sanction of the Chief Commissioner, and in case of dispute the ordinary succession will be subject to such sanction. Any transfer of ordinary rights ordered under a decree of the Civil Court would carry no privileges which are hereby declared to be conceded specially in favour of the

hereditary Chief of the estate and are distinctly not transferable nor subject to the jurisdiction of the Civil Court. Any transfer therefore without the sanction of the Chief Commissoner and not by succession cancels this Sanad and involves a new settlement on different terms.

5. Summary removal will follow disloyalty or bad administration, and in this case the question of succession remains at the discretion of Government.

6. The relations of the Chief are according to custom entitled to maintenance either in money or land, and this custom you and your heirs and successors are required to maintain. Dispute as to the adequacy or otherwise of the maintenance allowed will be decided by the Deputy Commissioner of the District, subject to an appeal to the Commissioner of the Division and the Chief Commissioner, whose order on the matters at issue will be final.

7. You will maintain all the subordinate rights of sub-proprietorship and occupancy which have been recognised in your estate and will accept the record of those prepared by the Settlement Officer as final.

8. You are responsible for the proper Police management of your Chiefship and any failure in this respect renders you liable for any expenditure which may be incurred in maintaining efficient police posts under the orders of the Chief Commissioner.

9. You will carry out the orders issued to you from time to time as to the reporting of crime and you will bring promptly to the notice of the Deputy Commissioner the commission of any heinous offences in your estate and use your best endeavours to trace and bring to justice the perpetrators.

10. You are exempted during the present Settlement from the payment of any Road, School or Dak cesses, but you will be required to assist the district authorities as heretofore in keeping up in fair order the public tracks which pass through your estate and in maintaining such schools as already exist.

APPENDIX.

BENGAL.

APPENDIX.

THE following are the SANADS for LORD CLIVE'S JAGHEER and the SANADS for the reversion of the JAGHEER to the COMPANY :—

1. SUNNUD for COLONEL CLIVE'S Munsub.

HIS MAJESTY.

On Saturday, the 12th of Rabbi-ul-Sauni, in the fourth of the glorious and happy Reign, and the 1171st year of the Hegira, in the Ressalla of the glory of the nobility, and rank of Ameers, the shrine of grandeur and dignity, instructed both in the ways of devotion and wealth, to whom the true glory of religion and kingdoms is known; the bearer of the lance of fortitude and respect; the embroiderer of the carpet of magnificence and greatness; the support of the empire and its dependencies, to whom it is entrusted to govern and aggrandize the empire; the conductor of victory in the battles fought for the dominion of the world; the distributor of life in the councils of State, to whom the most secret recesses of the mysteries of government are discovered; the master of the arts of penetration and circumspection; the brightness of the mirror of truth and fidelity; the light of the torch of sincerity and integrity; who is admitted to, and contributes to the determinations of the royal councils; a participator of the secrets of the penetralia of friendship; who presides equally over the sword and the pen; moderator of the affairs of the earth; chief of the Khans of the most exalted rank; the pillar of the Ameers of the greatest splendour; the trust of the zealous champions of the faith: the glory of heroes in the fields of war, and the administrator of the affairs of the immoveable empire; councillor of enlightened wisdom and exalted dignity; adorned with friendship and honors, endowed with dignity and discretion; pillar of the dominions of Solomon; the distributor of glory; Buxey of the empire; Ameer of Ameers, hero of the empire; tiger of the country; Mahomed Ahmud Khan, the brave; tiger of war; the commander-in-chief of the forces, glorious by victory; the tiger of Hind, mighty in battle.

On the 25th day of Rabbi-ul-Sauni, it was again carried before the high and sacred presence.

It was presented again.

And in the time of the Waka Nagarree of the least of the domestics, of the Court of Glory and Majesty Sooklaal.

This was written: The command of (above) was passed, that Colonel Clive, a European, be favored with a Munsub of the rank of 6,000, and 5,000 horse, and the title of "Flower of the empire; defender of the country; the brave; firm in war." This was entered the 10th day of Rabbi-ul-Sauni in the 4th year, according to the original Yaddasht.

Form of the signing.

To the glory of nobility and rank of Ameers, the shrine of grandeur and dignity, instructed, etc., be it entered in the Waka.

According to the account sent by the Vizier of the empire, administrator of all affairs, taken from the account under the seal of Rampur-soud, Vakeel of the Nazim of Bengal.

6,000 rank.
5,000 horse.

After the manner of the Waka it is concluded.

Written on the day above-mentioned of the Sauni moon, of the glorious happy Reign.

The copy of this Sanad was entered in the books of the Waka Nagarree on the 14th of Rabbi-ul-Sauni, in the 4th year of His Majesty's Reign.

Sun 1171. The Servant of Aalum Geer, the Warlike King, whose Glory is equal to that of Jum Shud, mighty in War, the Flower of the Country, Chief of the Forces, the Glory of Victory, the Tiger of Hind, Mahomed Ahmud Khan, the brave Tiger of War, Buxey of the Empire, Ameer of Ameers, The Tiger of the Country Sun 4th.

Entered in the Dewan's Office on the 25th of Rabbi-ul-Sauni, in the 4th year of His Majesty's Reign.

Sun 1167. The Slave of Aalum Geer, Warlike King, Sooklaal Sun the First.

The copy of this Sanad was sent to the office of the Waka Nagarree on the 14th of Rabbi-ul-Sauni, in the 5th year of His Majesty's Reign.

The Slave of Aalum Geer, the Warlike King, the Flower of the country, Brave in War, The Glory of Wealth, Zochara Khan Behauder. 4th Sun of Reign.

Entered in the Annals of the Chancery on the 19th of Rabbi-ul-Sauni, in the 4th year of His Majesty's Reign.

ries, and all other inhabitants of Pergunnahs of Calcutta, etc., in the Circar of Sautgaum, etc., in the Province of Bengal.

The sum of 2,22,958 Sicca Rupees and odd, agreeably to the Dewanny Sunnud and the Sunnud of the high and mighty Shujah ul Mulck, Hossam ó Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, Nazim of the Province, has been appointed from the aforesaid Pergunnahs, belonging to the Chuckla of Hooghly, etc., in the Circar of Sautgaum, etc., the Zemindarry of the English Company, as an unconditional Jaghire, to the high and mighty Zubdut ul Mulck, Nasseer ul Dowla, Lord Clive, Behauder: Now likewise the said Pergunnahs are confirmed, as an unconditional jaghire to the high and mighty aforesaid, from the 16th of May of the 1764th year of Christ (answering to the 14th of Zeckaida, of the 1177th year of the Hegira), to the 16th of May of the 1774th year of Christ (answering to the 8th of Rabbi-ul-Awul, of the 1188th year of the Hegira), being ten years, of which one year is expired, and there are nine to come, they shall appertain as an unconditional jaghire to the high and mighty aforesaid; and after the expiration of this term they shall revert, as an unconditional jaghire and perpetual gift, to the Company; and if (which God forbid) the high and mighty aforesaid shall die within this term, they shall revert to the Company immediately upon his death. It is requisite that ye should regard the high and mighty aforesaid, during the afore-mentioned term, and after him the Company aforesaid, as unconditional jaghirdars, and regularly pay them the revenue of the aforesaid Pergunnahs.

Written the 23rd of June 1765, answering to the 3rd of Mohurrum, of the 1179th year of the Hegira.

4. FERMAUND from the KING SHAH AALUM, confirming the reversion in perpetuity of LORD CLIVE'S JAGHIRE to the COMPANY.

Whereas a Sunnud has been presented to us, under the seal of the Nabob Nudjum ul Dowla Behauder, to the following purport, *viz.*:—"The sum of 2,22,958 Sicca Rupees, and odd, agreeably to the Dewanny Sunnud, and the Sunnud of the high and mighty Shujah ul Mulck, Hossam ó Dowlah, Meer Mahomed Jaffier Khan Behauder, has been appointed from the Pergunnahs of Calcutta, etc., in the Circar of Sautgaum, etc., in the Province of Bengal (the Paradise of the Earth) the Zemindarry of the English Company, as an unconditional jaghire to the high and mighty Zubdut ul Mulck, Nasseer ul Dowla, Lord Clive, Behauder: Now likewise the said Pergunnahs are confirmed as an unconditional jaghire to the high and mighty aforesaid, from the 16th of May of the 1764th year of the Christian style (answering to the 14th of Zeckaida of the 1177th year of the Hegira) to the expiration of ten years, they shall appertain as an unconditional jaghire to the high and mighty aforesaid; and after the expiration of this term to revert to the Company as an unconditional jaghire; and if the high and mighty aforesaid should die within the said term, they shall revert to the Company immediately upon his death." And whereas the said Sunnud has met with our approbation at this happy time, therefore our royal Firmaund, indispensably requir-

ing obedience, is issued, that, in consideration of the fidelity of the English Company, and the high and mighty aforesaid, the said jaghire stands confirmed agreeably to the aforesaid Sunnud. It is requisite that the present and future Muttaseddees, the Chowdrahs, Canongoos, Muccuddems, Riotts, Muzarries, and all other inhabitants of the Pergunnahs of Calcutta, etc., in the Circar of Sautgaum, etc., regard the high and mighty aforesaid during the before-mentioned term, and after him the Company, aforesaid, as unconditional jaghirdars, and regularly pay them the revenues of the said Pergunnahs.

Written the 24th of Sophar, in the 6th year of the Jaloos, the 12th of August 1765.

Contents of the Zimmun.

Agreeably to the paper which has received our sign manual, our royal commands are issued, that whereas the sum of 2,22,958 Sicca Rupees and odd has been appointed from the Pergunnahs of Calcutta, etc., in the Circar of Sautgaum, etc., the Zemindarry of the English Company, as an unconditional jaghire, to the high and mighty Zubdut ul Mulck, Nasseer ul Dowla, Lord Clive, Behauder, agreeably to the Dewanny Sunnud, and the Sunnud of the Nazim of the Province; in consideration therefore of the attachment of the high and mighty aforesaid, we have been graciously pleased to confirm to him the said Pergunnahs for the space of ten years, commencing from the 16th of May of the 1764th year of the Christian style, or 14th of Zeckaida, of the 1177th year of the Hegira; and in consideration of the attachment of the English Company, we have granted the said Pergunnahs to them, after the expiration of the aforesaid term as an unconditional jaghire and perpetual gift; and if the high and mighty aforesaid should die within this term, the said Pergunnahs are to revert immediately to the English Company.

FORT WILLIAM;

The 30th September 1765.

INDEX.

A

B

C

D

F

I

J

K

L

N

O

P

Q

R

S

T

V

W

Z

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